TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES

No. 445.

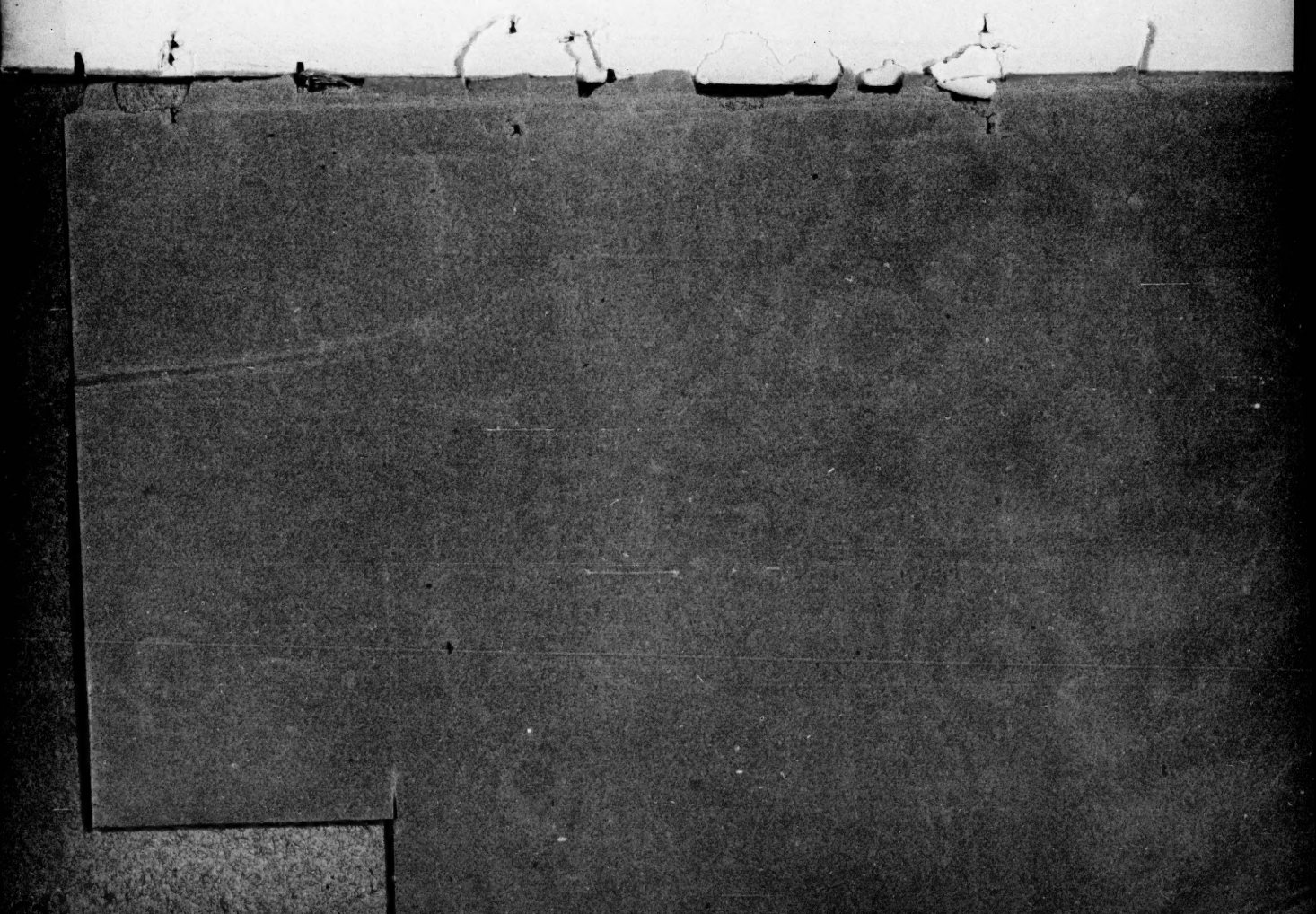
THE CONNECTICUT GENERAL LIFE INSURANCE COMPANY, APPELLANT,

vs.

CHARLES A. ELDREDGE.

APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

FILED JULY 13, 1878.



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1 *Original bill.—Filed Aug. 9, '79.*

In the supreme court of the District of Columbia.

CHARLES A. ELDREDGE *vs.* GEORGE B. COBURN, WILLIAM H. WARD, Edward P. Aistrop, Henry H. Dudley, Joseph H. Blackfan, The Arlington Fire Insurance Company, Joseph H. Blackford, John C. Ten Eyck, and Joseph F. Burr.	Equity No. 4561. Doc. 15.

The bill of complaint of Charles A. Eldredge against George B. Coburn, William H. Ward, Edward P. Aistrop, Henry H. Dudley, Joseph H. Blackford, The Arlington Fire Insurance Company, Joseph H. Blackfan, John C. Ten Eyck, and Joseph F. Burr, respectfully shows—

First. That the plaintiff is a citizen of the State of Wisconsin; the defendants Ward, Coburn, Aistrop, Dudley, Blackfan, and Burr are residents of the District of Columbia; the residence of the defendant Blackford is unknown to the plaintiff, and The Arlington Fire Insurance Company is a corporation organized under an act of Congress, and doing business in the District of Columbia.

Second. On the 17th day of August, 1871, the defendant Henry
2 H. Dudley was seized in fee of the hereinafter-described property, and being indebted unto the defendants John C. Ten Eyck and Joseph F. Burr in the sum of $7,000.00, for which sum the said John C. Ten Eyck and Joseph F. Burr held two promissory notes made by said Dudley, dated on said day, each for the sum of $3,500.00, and payable in one and two years, with interest at seven per centum per annum, to the order of said Ten Eyck and Burr, and to secure the payment of said notes, the said Dudley duly executed and delivered to the defendant Joseph H. Blackford a deed bearing date on the said 17th day of August, 1871, whereby said grantor conveyed to said Blackford, in trust, certain parcels of real estate situated in the city of Washington, in the District of Columbia, and known and described as lots numbered one (1), two (2), three (3), four (4), and twenty (20), in square numbered two hundred and four (204); said deed authorized, empowered, and made it the duty of said trustee to sell said property in the event of any default in the payment of said notes; and said deed also authorized and required said trustee upon the full payment of said notes, interest, costs, &c., specified in said deed, and not otherwise, to release and reconvey the said real estate to the said Dudley; all of which will more fully and at large appear by reference to said deed, which was duly recorded
3 in liber 654, f. 479, of the land records of the said District.

Third. The said Dudley subsequently sold the said property, subject to said incumbrance, to John Van Riswick, and said Van Riswick sold it on the 10th day of November, 1871, to the defendant George B. Coburn, subject to said incumbrance.

Fourth. On the 10th day of November, 1871, said Coburn, being so seized of said real property, and being indebted unto John Van Riswick for the purchase money thereof in the sum of $7,734.40, for which sum said Van Riswick held his, the said Coburn's, three promissory notes, dated on that day, for $2,578.13 each, payable respectively in one, two, and three years, with seven per centum interest, to the order of said Van Riswick, to secure the payment of said notes, the said Coburn duly ex-

ecuted and delivered to the defendant William H. Ward a deed bearing date on said 10th day of November, 1871, whereby the said grantor conveyed to said Ward, in trust, the said lots and parcels of ground herein before mentioned and described, and recorded in liber 665, folio 228, of the said land records. The said deed of trust authorized and empowered the said William H. Ward, upon default made in the
4 payment of any of the said notes, to sell the said property, and also authorized the said Ward upon the full payment of the said notes, interest, costs, &c., as specified in said deed, and not otherwise, to release and reconvey the said real estate to the said Coburn. The said deed of trust was duly recorded Nov. 27th, 1871, in liber 665, f. 228, of the land records of the said District. The said William H. Ward fully accepted the trusts reposed in him by the terms of said last-mentioned deed.

Fifth. Two of the said notes, to wit, the notes payable in two and three years, were long before maturity, and on or about the 15th day of June, 1872, duly endorsed by the payee thereof (without recourse), and were transferred and delivered to the complainant by the holders thereof, as collateral security for the payment of a note for $4,000.00, dated on said 15th day of June, 1872, and payable sixty days after date to the order of complainant, made by the copartnership firm of Aistrop and Dudley, composed of said defendants Henry H. Dudley and Edward P. Aistrop.

No part of the said notes made by said Coburn, and indorsed to said complainant, as aforesaid, has been paid, nor has any part of the said note for $4,000.00 made by said firm of Aistrop and Dudley been paid, but the whole thereof is due to the complainant.

5 The said notes made by said Coburn ever since said transfer have been and now are owned by the complainant.

Sixth. On the 8th day of February, 1872, the said Coburn sold and conveyed the said property to one Edwin E. Mayhew, subject to the said incumbrances before described, and on the 26th day of February, 1872, the said Mayhew subdivided the said lots numbered fifty (50), fifty-one (51), fifty-two (52), fifty-three (53), fifty-four (54), fifty-five (55), fifty-six (56), fifty-seven (57), fifty-eight (58), fifty-nine (59), sixty (60), sixty-one (61), sixty-two (62), sixty-three (63), sixty-four (64), and sixty-five (65), and duly recorded such subdivision.

Seventh. On or about the 25th day of September, 1872, one of the said notes secured by the said deed of trust to the defendant Joseph H. Blackford, having been paid, one Joseph H. Blackfan executed and delivered a deed of release by which he assumed and pretended to release lots 50, 59, 60, 61, 62, 63, 64, and 65 in said square according to Mayhew's said subdivision of square 204 from the effect and operation of said deed of trust from Henry H. Dudley to said Joseph H. Blackford, which said pretended deed of release was recorded Oct. 12, 1872, in liber 692, f. 438, of the land records of the District of Columbia.

6 At the time of such release the said lots so pretended to be released were improved by valuable three-story brick dwelling-houses, which rendered said lots very valuable, and a release of said lots so pretended to be released by said Blackfan would greatly diminish the security of the complainant, because the amount of money paid on the debt secured by the trust-deed to Blackford bore no reasonable proportion to the value of the property attempted to be released. And the plaintiff is advised and believes, and therefore charges, that even if said release shall be held good and valid against him, he is entitled to have a credit given on the said first incumbrance equal to the value of the

property so released, diminished by the amount of money actually received. That the said property so assumed to be released by said Blackfan was much more than sufficient to fully pay the whole of the said incumbrance created by the trust deed to said Joseph H. Blackford.

Eighth. On or about the 25th day of September, 1873, the said William H. Ward, without authority, unlawfully, and in violation of the trust reposed in him by said trust-deed to him, executed and de-
7 livered a deed of release in due form of law, bearing date September 25, 1872, whereby he attempted to release and discharge from the operation of said deed of trust from said Coburn to him, and to reconvey to said Coburn lots numbered 50, 59, 60, 61, 62, 63, 64, and 65, according to Mayhew's said subdivision of said square 204, and said deed of release was so executed and delivered without the knowledge or consent of the complainant and in fraud of his rights, he being at the time the owner and possessor of the two notes transferred to him as aforesaid and secured by said trust-deed. Said deed of release was recorded October 14, 1872, in liber 698, f. 186, of the said land records.

At the time of said release made by said Ward, one of the said notes secured by the deed of trust from said Coburn to said Ward was owned and held by said John Van Riswick, as complainant is informed and believes, and the other two were owned and then in possession of this complainant. The said release last mentioned was signed by said Van Riswick as the holder of the said first note mentioned in the deed of trust, and in the firm-name of Aistrop and Dudley as holders of the second and third notes, while in truth and in fact neither said
8 Aistrop nor said Dudley had any interest whatsoever in said notes, nor had said firm any right or authority to consent to the release of said property.

The said Henry H. Dudley, Edward P. Aistrop, and George P. Coburn are insolvent, as complainant is informed and believes.

Ninth. Some time about the 25th of September, 1872, the defendant, The Arlington Fire Insurance Company, purchased, and thereafter became the owner and holder of the second note for $3,500.00 made by said H. H. Dudley, having two years to run, and secured by the said trust-deed to Joseph H. Blackford. At the time of such purchase of said note the said insurance company and the said Ten Eyck and Burr, as plaintiff is advised and believes, had due notice that the said notes made by the defendant Coburn were unpaid, and constituted a valid incumbrance upon all of the said lots so conveyed in trust by said Henry H. Dudley to said Joseph H. Blackford.

Tenth. On the 11th day of January, 1875, the said Joseph H. Blackfan, having previously assumed and pretended to advertise and sell the lots not included in his pretended release hereinbefore described, executed and delivered to the Arlington Fire Insurance Company of the District of Columbia a deed, whereby he pretended to convey
9 to said insurance *insurance* company said lots 51, 52, 53, 54, 55, 56, 57, and 58 according to Mayhew's subdivision of square 204, which said deed was recorded on the 13th day of January, 1875, in liber 775, f. 22, of the land records of the District of Columbia. Said last-mentioned deed was made by said Blackfan in the pretence that he was executing the powers granted in the deed of trust from Henry H. Dudley to Joseph H. Blackford. The complainant had no knowledge of such a sale or of such conveyance until long after they had been made.

Eleventh. The complainant is advised and believes, and therefore charges, that the said release, executed by the said Joseph H. Blackfan,

is null and void, so far as the same pretends to release the property mentioned in the deed from said Dudley to Joseph H. Blackford, or any part thereof, so far as the rights of this complainant are concerned, and that the pretended sale and deed to said property made by said Blackfan to the Arlington Fire Insurance Company is inoperative and void, and that the same should be so declared by the decree of the court.

He is also advised and believes, and therefore charges, that the
10 said release from William H. Ward to George B. Coburn is fraudulent and void, and ought to be set aside, as well as the record thereof.

PRAYERS.

1. The plaintiff prays that the writ of subpœna may issue to all the defendants, requiring them, and each of them, to answer the said bill on their respective corporal oaths.

2. That the said release made and delivered by the defendant William H. Ward may be declared to be null and void, and that the same may be set aside, together with the record thereof.

3. That the said lots numbered fifty-one (51), fifty-two (52), fifty-three (53), fifty-four (54), fifty-five (55), fifty-six (56), fifty-seven (57), and fifty-eight (58), in said square 204, may be decreed and held to be primarily liable for the payment of the debt, interest, and costs of the complainant.

4. That the said lots numbered one (1), two (2), three (3), four (4), and twenty (20), in said square two hundred and four (204), may be sold under the decree of this court, and that the money arising from such sale may be brought into court for distribution according to law.

11 5. That a judgment may be entered against the said William H. Ward in favor of the plaintiff for the damages sustained by the plaintiff in consequence of the unlawful release of the said property by him, and that the said plaintiff may have execution as at law.

6. That he may have judgment against the said Edward B. Aistrop and Henry H. Dudley for the amount of the said notes made by them, with interest and costs.

7. That the plaintiff may have judgment and execution against the said George B. Coburn for the amount of the said two notes made by the said Coburn dated November 10th, 1871.

8. That the said sale made by the defendant Blackfan to the Arlington Fire Insurance Company may be set aside, and that the said deed made in pursuance thereof may be declared null and void, and be set aside, together with the record thereof.

9. That the complainant may have such other and further relief as may be just and equitable.

CHAS. A. ELDREDGE.

ENOCH TOTTEN,
Sol'r for Pl'ff.

12 DISTRICT OF COLUMBIA, *ss:*

I, Charles A. Eldredge, being duly sworn, say that I am the complainant named in the foregoing bill of complaint signed by me, and know the contents thereof, and that the facts therein stated as of my personal knowledge are true, and those stated on information and belief I believe to be true.

CHAS. A. ELDREDGE.

Subscribed and sworn to before me this 28th day of July, 1875.

J. F. OLMSTEAD,
Notary Public.

(Indorsed:) Eq. No. 4561. Doc. 15. Charles A. Eldridge vs. Geo. B. Coburn et als. Bill of complaint. Filed Aug. 9, 1875. R. J. Meigs.

13 *Spa. to ans.—Issued Aug.* 9, 1875.

In the supreme court of the District of Columbia, the 9th day of August, 1875.

CHARLES A. ELDREDGE, COMPLAINANT,
against
GEORGE B. COBURN ET AL., DEFENDANT. } No. 4561. Eq'y dock, 15.

Subpœna to answer.

The President of the United States to George B. Coburn, William H. Ward, Edward P. Aistrop, Henry H. Dudley, Joseph H. Blackfan, Joseph H. Blackford, John C. Ten Eyck, and Joseph F. Burr, and The Arlington Fire Insurance Company, defendants:

You are hereby commanded to appear in this court at its first special term, occurring twenty days after service of this subpœna, and answer the exigency of the bill this day filed and entitled as above under pain of attachment, and such other process of contempt as the court shall award.

Witness D. K. Cartter, chief justice.

[SEAL OF THE COURT.]

R. J. MEIGS,
Clerk,
By L. P. WILLIAMS,
Ass't Clerk.

MEMORANDUM.—That the defendant, herewith served, is to enter appearance in this suit, in the clerk's office on or before the day at which this writ is returnable, otherwise the bill may be taken for confessed.

14 (Indorsed:) No. 4561. Eq. doc. 15. Charles A. Eldridge vs. George B. Coburn et al. Issued Aug. 9th, 1875. Returned Aug. 12th, 1875.

Not to be found: Blackford & Eyck. Sum'n'd C. B. Maury, treasurer of Arlington Fire Ins. Co., and all the others.

Aug. 10th, 1875.

ALEX. SHARP,
Marshal.

Service acknowledged Aug. 10th, 1875.

C. B. MAURY,
Treas'r.

15 *Exhibit [A with answer of Arlington Ins. Co].*

Henry H. Dudley et ux. to Josep hH. Blackfan. Trust. Recorded Aug. 18th, 1871—11-30 a. m. Liber 654, fol. 479.

(Copy.)

[Stamp $7.00.]

This indenture, made this seventeenth day of August, in the year of our Lord one thousand eight hundred and seventy-one, between Henry H. Dudley and Sallie S. his wife, of the city of Washington, District of

Columbia, party of the first part, and Joseph H. Blackfan, of the said city of Washington, District of Columbia, of the second part.

Whereas the said Henry H. Dudley has made and delivered his two promissory notes of even date with this deed for three thousand five hundred dollars ($3,500), respectively, to John C. Ten Eyck and Joseph F. Burr, or to their order, one payable in one year from date, and the other payable in two years after date, the interest upon each to be at the rate of seven per cent. per annum, and to be due and payable half yearly, the said notes being given each for said $3,500, with interest at said rate of seven per cent. per annum, from the dates thereof:

Now, therefore, this indenture witnesseth, that the said party
16 of the first part, for and in consideration of the premises aforesaid, and further the sum of one dollar in lawful money of the United States to them in hand paid by the said party of the second part at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, and conveyed, and by these presents grant, bargain, sell, alien, enfeoff, release, and convey unto the said party of the second part, all those certain pieces or parcels of ground situate in said city of Washington, District of Columbia, and known and described on the ground plat of said city as lots numbered one (1), two (2), three (3), four (4), and twenty (20), in the square numbered two hundred and four (204), which were conveyed to the said Henry H. Dudley by deed dated the 16th of August instant, from the said John C. Ten Eyck and Joseph F. Burr and their wives, and to secure a partof the purchase money for the same the said notes and this deed is given, together with the improvements, ways, easements, rights, privileges, and appurtenances to the same belonging or in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity
17 or otherwise however, if the said party of the first part of, in, to, or out of the said pieces or parcels of land and premises:

To have and to hold the said pieces or parcels of ground and premises and appurtenances unto and to the use of the said party of the second part and his successors in this trust, in and upon the trusts, nevertheless, hereinafter mentioned and declared; that is, in trust to permit the said Henry H. Dudley, his heirs or assigns, to use and occupy the said described premises, and the rents, issues, and profits thereof to take, have, and apply to and for his sole use and benefit until default be made in the payment of said promissory notes, interest, or any proper cost, charge, commissions, half commissions, or expense in and about the same. And upon the full payment of all of said notes and the interest thereon, and all other proper costs, charges, commissions, half commissions, and expenses at any time before the sale hereinafter provided, for to release and reconvey the said described premises unto the said Henry H. Dudley, his heirs or assigns, at his cost. And upon this further trust, that upon default being made in the payment of the said notes or the half yearly interest thereon, or any proper cost,
18 charge, commission, half commission, or expense in and about the same, then and at any time thereafter to sell the said pieces or parcels of land and premises at public auction, upon such terms and conditions and at such time and place and after such previous public advertisement as the said party of the second *of the second* part or his successors or his heirs in the execution of this trust shall deem advantageous and proper, and to convey the same in fee-simple to the purchaser or purchasers thereof at his, her, or their cost and expense, and of the proceeds of said sale or sales first to pay all proper costs, charges,

and expenses, and to retain as compensation a commission of two per cent. on the amount of the said sale or sales; secondly, to pay whatever may then remain unpaid of the said notes and the interest thereon, whether the same shall be due or not; and lastly to pay the remainder, if any, to said Henry H. Dudley, his heirs or assigns.

In testimony whereof the said party of the first part have hereunto set their hands and seals on the day and year first hereinbefore written.

HENRY H. DUDLEY. [SEAL.]
SALLIE S. DUDLEY. [SEAL.]

Signed, sealed, and delivered in the presence of—
WM. B. TODD, JR.

19 DISTRICT OF COLUMBIA,
County of Washington, ss:

I, William B. Todd, jr., a notary public in and for the county aforesaid, in the said District, do hereby certify that Henry H. Dudley and Sallie S. Dudley, his wife, parties to a certain deed bearing date on the 17th day of August, A. D. 1871, and hereto annexed, personally appeared before me in the county aforesaid, the said Henry H. Dudley and Sallie S. Dudley, his wife, being personally well known to me to be the persons who executed the said deed, and acknowledged the same to be their act and deed. And the said Sallie S. Dudley, being by me examined privily and apart from her husband, and having the deed aforesaid fully explained to her, acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed, and delivered the same and that she wished not to retract it.

Given under my hand and notarial seal this seventeenth day of August, A. D. 1871.

[NOT'L SEAL.] WM. B. TOOD, JR.,
Notary Public.

20 This is to certify that the within is a true and verified copy of a deed as recorded in liber 654, fol. 479 et seq., one of the land records for the District of Columbia.

Washington, D. C., December 5th, 1874.

[RECORDER'S SEAL.] WOLF, *Recorder.*

$1.75.

21 In the supreme court of the District of Columbia. In equity.

CHARLES A. ELDREDGE
vs.
GEORGE B. COBURN ET AL. } Eq. doc.

Filed Sept. 6, 1875.

The answer of the defendant, the Arlington Fire Insurance Company for the District of Columbia, to the bill of complaint against it and others, in chancery exhibited.

To so much of said bill as this defendant is advised it is necessary and material to make answer, it says:

1. That on the 17th day of August, 1871, the defendant, Henry H. Dudley, being seized in fee-simple of the real estate in the bill of complaint mentioned, executed and delivered a deed of trust on the same to the defendant, Joseph H. Blackfan (and not Joseph H. Blackford as is

erroneously alleged by complainant), to secure the full and punctual payment of said Dudley's two certain promissory notes, each for the sum of $3,500.00 and interest at seven per centum per annum, dated August 17th, 1871, and payable in one and two years after date respectively, to the order of John C. Ten Eyck and Joseph F. Burr, as will more
22 fully, by reference to said deed, duly recorded in liber 654, f. 479, of the land records for the county and District aforesaid, a duly certified copy of which said deed is annexed hereto, marked Exhibit A, and which it is prayed may be read as part hereof.

2. On or about the 10th day of October, 1872, this defendant purchased from the owner thereof, for valuable consideration, and before its maturity, the second of said notes of said Dudley, and secured as aforesaid, to wit, the $3,500 note falling due on 17–20 August, 1873. At the time of the purchase of said note by the defendant its officers were informed and believed that the first of the said $3,500 notes of the said Dudley, to wit, the note falling due on August 17–20, 1872, had been fully paid and satisfied, but this defendant was not only not informed that the said deed of trust to said Blackfan was released as to a portion of the said property, but, on the contrary, purchased said note with the distinct understanding that said note was secured on the whole of the property mentioned in said deed of trust from said Dudley to said Blackfan.

3. This defendant most positively denies that its officers had any
23 notice or knowledge, either at or before its purchase, of the said promissory note, or at or before the time of the said release of a portion of said property by said Blackfan of the existence of the deed of trust to said Ward, and by which certain notes of the defendant Coburn are alleged to have been secured.

Defendant further says that the said release of a portion of said property by said Blackfan was made without the knowledge or consent of this defendant; and defendant further says that about the time of the sale under the deed of trust to the defendant Blackfan to enforce the payment of the note held by it its officers learned for the first time that a portion of the property had been released, and that there was a second deed of trust on said property.

4. This defendant further avers that the said release of a portion of said property by said Blackfan was acknowledged on October 7th, 1872, and recorded on the 12th day of the same month, and that the said release by the said Ward was acknowledged on October 9th, 1872, and recorded on the fourteenth day of the same month; and defendant charges that the said release of a portion of said property by
24 said Blackfan was prior in time and legal effect to the release by said Ward, and that the release by said Blackfan in nowise diminished but rather enhanced the value of the security held by the second mortgagees, the complainants and others, in that it released a portion of said property from the lien of the first deed of trust and left the whole property subject to the second deed of trust to said Ward.

And defendant is advised, and so charges, that the alleged injury to and loss of security by complainant is wholly due to the latches and improper acts of the parties to and beneficiaries under the said second deed of trust, for which acts and latches this defendant is in no way responsible, to which it in no way contributed, and of which it had no notice or knowledge.

5. Defendant further avers that it has no knowledge of the changes of title to said property between the date of the deed of trust to said Blackfan and the date of the purchase of said property by the defend-

ant at trustee sale. And defendant is advised and charges that it has a good and indefeasible title to said property as against this com-
25 plainant, and prays that it may be hence dismissed with its reasonable costs, and as in duty bound, &c.

HANNA & JOHNSON,
Sol'r' for Def'dt.

[ARL. FIRE INS. CO. SEAL.] WALTER S. COX,
Pres't Arlington Fire Ins'r. Co., &c.

26 (Indorsed:) 4561. Eq. doc. Charles A. Eldredge vs. George B. Coburn et al. Answer of the defendant, The Arlington Fire Insurance Company for the District of Columbia. Filed Sept. 6, 1875. R. J. Meigs.

27 In the supreme court of the District of Columbia the 9th day of September, 1875.

CHARLES A. ELDREDGE
vs.
JOHN C. TEN EYCK, JOSEPH H. BLACKFORD, George B. Coburn, et al. } No. 4561. Equity docket 15.

Filed Sept. 9, 1875.

On motion of the plaintiff, by Mr. Enoch Totten, his solicitor, it is ordered that the defendants John C. Ten Eyck and Joseph H. Blackford cause their appearance to be entered herein on or before the first rule day occurring forty days after this day, otherwise the cause will be proceeded with as in case of default.

By the court.

A. B. OLIN,
Justice, &c.

28 (Indorsed:) No. 4561. Eq. doc. Sup. c't of the Dist. of Col. Order for appearance of absent defendant. M 10, p. 45. Filed Sept. 9, 1875. R. J. Meigs.

29 *Separate answer of George B. Coburn.—Filed Oct. 2d*, 1875.

In the supreme court of the District of Columbia, the 30th day of September, A. D. 1875.

CHARLES A. ELDREDGE, COMP.,
vs.
GEORGE B. COBURN ET ALS., DEF'D'TS. } In equity. No. 4561. Doc. 15.

The separate answer of George B. Coburn, defendant, to the bill of complaint exhibited against him in the court by Charles A. Eldredge, or to so much thereof as he is advised is necessary or material for him to answer, saving to himself all manner of exception to the many informalities in, and the sufficiency of the said bill of complaint, and praying the same benefit of this his answer as tho' he had demurred to each and every allegation of the said bill, respectfully shows to your honor:

1. Upon information and belief he admits the allegations contained in the first, second, third, fourth, sixth, seventh, tenth, and eleventh paragraphs of said bill, but says they in nowise concern this defendant.

2. For answer to the fifth and eighth paragraph' thereof he says : He admits that two of the said notes secured by the deed of trust
30 to Wm. H. Ward were payable in one and two years, and that they were delivered by him to John Van Riswick. He also is informed and believes that Van Riswick endorsed them over to Aistrop & Dudley, defendants, without recourse to him, and that they became and were the property of said Aistrop & Dudley.

Your defendant further says that after he conveyed the property to Mayhew, the said Mayhew assumed the payment of the said notes as a part of the purchase money, and in consideration of the conveyance to him by this defendant of the said premises, that your defendant had no knowledge whatever of the execution of the deed of release by W. H. Ward, trustee, and the said property was not released by his consent, knowledge, or procurement, nor would he have consented to the release of the same, unless his said notes were delivered up to him and cancelled. But your defendant is advised that the said defendants Aistrop and Dudley were the owners of the said notes at the time of the release, and that the complainant Eldridge held them, if at all, as a collateral security, and that his interest therein was only an equitable lien upon the said notes, if any he had, and that the legal title and ownership of the said notes vested in the defendants Aistrop & Dudley,
31 and that they procured the release and assented thereto, and your defendant further submits that inasmuch as the security for the payment of the said notes had been surrendered to your defendant's assignee, whose obligation it was to pay the said notes, it would be inequitable, unjust, and contrary to good conscience to hold your defendant liable thereon.

And having answered the premises, your defendant prays that he may be discharged with his reasonable costs in his behalf most vexatiously incurred, and as in duty bound will ever pray, &c.

GEO. B. COBURN.

JNO. FAY,
Sol. for Defendant.

DISTRICT OF COLUMBIA,
City of Washington, ss :

I, George B. Coburn, the above-named defendant, on oath say that I have read the foregoing answer by me subscribed, and know the contents thereof, and that the statements therein made of my own knowledge are true, and those stated upon information and belief I believe to be true.

GEO. B. COBURN.

Sworn and subscribed before me this 2d day of October, A. D. 1875.
R. J. MEIGS, *Clerk.*

32 (Indorsed:) No. 4561. Eq. doc. 15. Chas. H. Eldridge vs. Geo. B. Coburn et als. Separate answer of defendant Geo. B. Coburn. Filed Oct. 2d, 1875. R. J. Meigs.

33 In the supreme court of the District of Columbia.

CHARLES A. ELDREDGE
vs.
GEORGE B. COBURN ET AL. } No. 4561, Doc. 15.

Filed Oct. 12, 1875.

The answer of Joseph H. Blackfan, one of the defendants, to the bill of complaint of the above-named plaintiff.

In answer to said bill of complaint I say as follows:

That I was only interested in said property mentioned in the bill of complaint in this cause as a trustee to secure the payment of two promissory notes—one of the value of $3,500.00, and the other of the value of $3,500.00—payable to the order of Messrs. Burr and Ten Eyck; that I was made trustee by Messrs. Burr and Ten Eyck without my knowledge or consent; that the first indication I had of being trustee was a note from Messrs. Carrington and Carrington, attorneys at law, informing me that I should call at their office and sign an advertisement for sale of property, as the maker of the notes had failed to pay the same.

About the same time said note was received by me, Mr. Burr called at my office to say that he had placed the matter in charge of Messrs. Carrington and Carrington, his attorneys, as he did not wish to trouble me with the business.

34 That I called at the office of Carrington and Carrington, and after several days the matter was settled without a sale, as the maker of said notes had paid one of them, viz, the one first due.

That I then and there executed a release of a portion of said property, at the request of Carrington and Carrington, the attorneys for the owners of the notes, and I think Edward C. Carrington, esq., signed said release as attorney for Messrs. Burr and Ten Eyck.

That at the time of releasing said portion of said property Edward C. Carrington, esq., as attorney, held both notes, as I was then informed.

That either at that time, or soon thereafter, the Arlington Fire Insurance Company for the District of Columbia bought the second note.

That on or about the 9th day of December, A. D. 1874, I received a note from the president of said insurance company, W. S. Cox, esq., directing me to sell the said property, as the note was overdue and unpaid; that in accordance with said letter I proceeded to advertise the the same, and on the 28th day of December, A. D. 1874, sold the said property to the aforesaid insurance company; that in pursuance of powers given me in said deed of trust, and on payment of the

35 purchase money, I executed a deed in fee to the said Arlington Fire Insurance Company.

And now, having fully answered, I pray to be hence dismissed, &c.

JOSEPH H. BLACKFAN.

I do solemnly swear that I have read the answer by me subscribed and know the contents thereof, and that the facts therein stated upon my personal knowledge are true, and that the facts therein stated upon information and belief I believe to be true.

JOSEPH H. BLACKFAN.

Sworn and subscribed to before me this twelfth day of October, A. D. 1875.

[NOT'L SEAL.] ROBERT J. MURRY,
Notary Public.

36 (Indorsed:) No. 4561. Doc. 15. Charles A. Eldridge vs. George B. Coburn et al. Answer of def'd't Joseph H. Blackfan. Filed Oct. 12, 1875. R. J. Meigs.

37 In the supreme court of the District of Columbia.

CHARLES A. ELDRIDGE, COMPLAINANT, *vs.* WILLIAM H. WARD ET AL., DEFENDANTS. } Equity. No. 4561.

Filed Oct. 30, 1875.

The separate answer of the defendant William H. Ward to the bill of complaint exhibited against him in chancery by Charles A. Eldridge, or to so much thereof as he is advised is necessary or material for him to answer, saving to himself all manner of exception to the many informalities in, and the sufficiency of, the said bill of complaint, answering, says:

1. In answer to the first, second and third paragraphs of said bill of complaint, I say that I have no knowledge, information or belief on the subject, and can neither admit nor deny them, but that if the same are in any manner intended to effect me, I call for strict proof of them.

2. In answer to the fourth paragraph of said bill, I say that none of the parties to this cause, nor any one for them, or any or either of them ever consulted me in any manner or form with reference to making me trustee, and that I never accepted the said trust; that the first information I had that I was trustee was as will be hereinafter stated.

38 3. In answer to the fifth paragraph of the bill, I say I do not know whether the facts therein set forth are true or not, and that if the same are intended to effect me, I ask for proof of the same.

4. In answer to the sixth paragraph of said bill, I say I have no knowledge on the subject, and call for proof if the same be material to this cause.

5. In answer to the seventh paragraph of said bill, I say I have no knowledge, information or belief on the subject, and therefore can neither admit nor deny them, and if material to this issue, I call for proof.

6. In answer to the eighth paragraph of said bill, I say that some time on or about the ninth day of October, A. D. 1872, a deed of release was presented to me, already drawn up, and signed by J. Van Riswick, and written in his own proper hand, underneath his signature the words "holding first note named in deed of trust," and also signed by the firm name of Aistrop and Dudley, in the handwriting of one of the members of the firm, and written in their own handwriting, under the firm name, these words, "holder of the second and third notes." Having known Mr. Van Riswick for a number of years, and having the

39 fullest confidence in his integrity, and having also known Aistrop and Dudley, a firm doing business in this city as real estate brokers for several years, and when they satisfied me that I was trustee, I did not hesitate to execute the release aforesaid; I used all the diligence and precaution that was in my power. I never had been informed that I had been made trustee until the release aforesaid was brought to me already prepared, and requested to execute the same; that was the first and only information I had on the subject. Up to that period I had never received a single cent, and as yet have never received anything as compensation from any one in connection with the transaction.

The plaintiff in this cause never notified me that he was the holder of any notes secured by the trust deed aforesaid; had he done so I should then have taken the necessary steps to protect his interest. I never saw the plaintiff until some time subsequent to the release, when he came to the record office and was then and there introduced to me. Up to this period I had never seen the plaintiff to know him. It is true, that as a part of the Congressional legislative history, I knew there was a member of Congress by that name, but whether the plaintiff was the same person or not I did not know.

Answering further, I say that Mr. Van Riswick was the holder of said first note aforesaid, and that said firm of Aistrop and Dudley were the legal and bona fide holders of said second and third notes to the contrary notwithstanding.

7. In answer to the ninth paragraph of said bill, I say I cannot admit that H. H. Dudley, Edwin P. Aistrop and George B. Coburn are insolvent; and in answer to the residue of said paragraph, I have no knowledge on the subject.

8. In answer to the tenth paragraph of said bill, I say I can neither admit nor deny said allegations or either of them, and if the same are material to this issue, I call for proof.

9. In answer to the eleventh paragraph of said bill, I say I do not know Joseph H. Blackford, but so much of said paragraph in said bill as relates to me, I answer and say thereto: I deny most emphatically, and in the most positive terms that so far as I know there was no fraud, or attempt at fraud, practiced by any one to deprive the plaintiff of his rights.

Further answering, I say and aver that said plaintiff was a non-resident, and the firm of said Aistrop and Dudley were employed by and acted as plaintiff's agents; that said plaintiff was engaged in this city in negotiating loans of money, and in his absence employed said Aistrop and Dudley, the firm aforesaid, to manage and conduct his business affairs here, and to do in the premises whatever they thought necessary for plaintiff's benefit and protection; that said notes were, as I am informed, secured by a third deed of trust; that it was the custom for responsible parties, particularly real estate brokers, who, from the character of their business, are dealers in and holders of such securities, to order releases as in this case; that such a custom prevails to-day, and is observed by brokers in real estate securities.

Further answering said bill, I say that I am advised and believe that the plaintiff, if damaged at all, which I deny, he has full and adequate remedy in a court of law, and I pray, therefore, the same benefits to each and every paragraph contained in said bill as if I demurred thereto.

And having answered, &c., I pray to be dismissed, &c.

WM. H. WARD.

JOHN J. JOHNSON,
Sol'r for Defendant.

Sworn and subscribed to before me this 30th day of October, A. D. 1875.

R. J. MEIGS, *Clerk*,
Per R. J. MEIGS, JR.

(Indorsed:) 4561. Eq. doc. 15. Charles A. Eldridge vs. Wm. H. Ward et al. Separate answer of Wm. H. Ward. Filed Oct. 30, 1875. R. J. Meigs.

43 In the supreme court of the District of Columbia.

CHARLES A. ELDRIDGE
vs.
GEORGE B. COBURN ET AL. } No. 4561.

Filed Nov. 3, 1875.

On motion of Enoch Totten, att'y for plaintiff, it is, this 3 day of November, 1875, ordered, adjudged and decreed that the bill in this cause be, and the same hereby is, taken for confessed as against the defendant John C. Ten Eyck and Joseph H. Blackford for want of appearance.
By the court.

A. W.

44 (Indorsed:) 4561. Eldridge vs. Coburn et al. Decree pro confesso. M. 10, p. 146. Filed Nov. 3d, 1875. R. J. Meigs.

45 In the supreme court of the District of Columbia.

CHARLES A. ELDRIDGE
vs.
GEO. B. COBURN, WM. H. WARD ET AL. } No. 4561.

Filed July 15, 1876.

The complainant hereby joins issue with the defendants William H. Ward, George B. Coburn, The Arlington Fire Insurance Company, and Joseph H. Blackfan, on their respective answers.

ENOCH TOTTEN,
Sol'r for Pl'ff.

46 (Indorsed:) Eq. 4561. Eldridge vs. Coburn et al. Joins issue. Filed Jul. 15, 1876. R. J. Meigs.

47 In the supreme court of the District of Columbia.

CHARLES A. ELDRIDGE
vs.
GEORGE B. COBURN, WM. H. WARD, THE CONNECTICUT General Life Insurance Company and others. } Equity. 4561.

Filed Aug. 22, 1876.

The amendment to the original bill of complainant of the above-named Charles A. Eldridge respectfully shows to the court as follows, to wit:

First. The Connecticut General Life Insurance Company is a corporation duly organized, and conducting business, in the city of Hartford, in the State of Connecticut.

Second. The said Connecticut General Life Insurance Company is interested, or pretends to be interested, and to be the owner of the following lots in the city of Washington, in the District of Columbia, known and distinguished as lots fifty-nine (59), sixty (60), sixty-one (61), sixty-three (63), sixty-four (64), and sixty-five (65), according to Mayhew's subdivision of square two hundred and four (204), in said city.

Third. That the release executed, and acknowledged, and delivered by the defendant Ward, as mentioned in the original bill in this
48 cause was procured from said Ward for the purpose of giving to said Connecticut General Life Insurance Company the first lien upon the said lots, and that said Connecticut General Life Insurance, as complainant is informed and believes, had both actual and constructive notice of the rights of the complainant in the said property at the time said company acquired its alleged interest therein, and that said company had sufficient notice of the said fraudulent release to put it upon inquiry as to the rights of the complainant.

Fourth. The complainant is advised, and believes, and therefore charges, that the rights of the said insurance company are subservient to his, so far as the said lots are concerned, and that said lots should be held to pay the debt due to the complainant.

The complainant therefore prays as follows, to wit:

1. That the writ of subpœna may be issued, directed to said Connecticut General Life Insurance Company, and that it may be made a party defendant in this cause.

2. That the said lots herein mentioned may be sold, in pursuance of the decree of this court, and out of the proceeds the debt due to the complainant may be paid.

3. That the complainant may have such other and further relief
49 as may equitable and just.

CHAS. A. ELDRIDGE.

ENOCH TOTTEN,
Sol'r for Comp't.

DISTRICT OF COLUMBIA,
County of Washington, ss:

I, Charles A. Eldridge, being duly sworn, do depose, on my oath say that I have read the foregoing amended bill of complaint, and know the contents thereof; that the facts therein stated as of personal knowledge I know to be true, and as to the facts therein stated on information and belief, I believe to be true.

CHAS. A. ELDRIDGE.

Sworn to and subscribed before me this 17th day of August, 1876.

JNO. CRUIKSHANK,
U. S. Commissioner.

Supreme court of the District of Columbia.

CHARLES A. ELDRIDGE *vs.* GEORGE B. COBURN ET AL. } Eq. 4561.

On motion of Enoch Totten, esq., sol'r for complainant, it is,
50 this 22d day of August, 1876, ordered that said complainant have leave to file his amended bill hereto annexed, making the Connecticut General Life Insurance Company a party defendant.

A. WYLIE, *Justice, &c.*

(Indorsed:) Eq. 4561. Charles A. Eldridge vs. George B. Coburn, Conn. Gen'l Life Ins. Co., and others. Amendment to the bill, making Conn. Gen'l Life Ins. Co. a party def'd't, and order allowing amendment. Filed Aug. 22, 1876. R. J. Meigs.

51 In the supreme court of the District of Columbia.

CHARLES A. ELDRDGE
vs.
GEORGE B. COBURN ET ALS. } Equity. No. 4561.

Filed Nov. 6, 1876.

The answer of the defendant the Connecticut General Life Insurance Company to the complainant's amended bill of complaint.

This defendant, now and at all times hereafter, saving and reserving all and all manner of benefit and advantage of exception to the many errors and insufficiencies in said amended bill contained, for answer thereunto, or unto so much or such parts thereof as this defendant is advised is material for it to answer unto, answering says:

1. It admits the allegations contained in the first paragraph *as* said bill.

2. It admits upon information and belief the allegations contained in the second paragraph of said bill except that the deed of trust therein mentioned was made to Joseph H. Blackford and it avers upon information and belief that the same was made to Joseph H. Blackfan.

52 3. It admits upon information and belief the allegations contained in the third paragraph of said bill.

4. It admits upon information and belief the allegations contained in the fourth paragraph of said bill.

5. It has no knowledge or information sufficient to form a belief as to the truth of the allegations contained in the fifth paragraph of said bill and therefore requires strict proof of the same so far as they may effect the interest or rights of this defendant.

6. It admits upon information and belief the allegations contained in the sixth paragraph of said bill.

7. It admits upon information and belief the release by Joseph H. Blackfan, trustee, of lots 50, 59, 60, 61, 62, 63, 64, and 65, according to Mayhew's subdivision of said square 204, from the lien and operation of the trust deed from Henry H. Dudley to him upon the payment of the debt or a part of the debt secured by said deed of trust, and the recording of said release as alleged. And it admits that at the time of said release the said lots were improved by three story brick dwelling

53 houses then in process of erection, but as to the condition and value of said houses at that time or the ratio of the money paid on said debt secured by said deed of trust to the value of the property released, this defendant has not sufficient knowledge or information to form a belief.

8. It admits the execution and delivery by William H. Ward, trustee, on or about September 25th, 1872, of a deed of release in due form of law bearing date on said day, whereby he released from the operation of said deed of trust from the defendant, Coburn, to him and reconveyed to said Coburn, lots 50, 59, 60, 61, 62, 63, 64, and 65, according to Mayhew's subdivision of said square 204, and that said release was recorded as alleged, but this defendant denies that it ever had any knowledge, information or notice that said release was executed or delivered unlawfully or without authority and in violation of the trust reposed in said Ward by said deed of trust, or in violation of complainant's rights, or that the complainant was the owner and possessor of the notes secured thereby, or any of them, or that he had any interest therein, and says

that the filing of the amendments to complainant's bill was the first notice or intimation it had of any claim or pretence that said
54 release was unlawful or fraudulent, or that complainant had any interest in said notes. It admits upon information obtained from the record of said release, that it was signed as alleged, but has not any knowledge that said Aistrop and Dudley had no interest in said notes and no right and authority to consent to said release, but on the contrary it is informed, and upon such information avers that they were the legal owners of said two notes, and as such owners, had the authority to consent to said release.

9. It has no knowledge or information sufficient to form a belief as to the allegations contained in the ninth paragraph of said bill and therefore requires proof of the same so far as it may be affected thereby.

10. It has no knowledge or information sufficient to form a belief as to the allegations contained in the tenth paragraph of said bill.

11. It denies that either said release by said Blackfan or the release by said Ward, is null and void so far as the rights of this defendant are concerned or affected thereby, and says that it became the purchaser and is owner in fee simple of said lots 59, 60, 61, 63, 64, and 65, and advanced and loaned a large sum of money on said lot 62, which
55 loan is secured by deed of trust thereon, subsequent to and relying upon said releases and the record thereof, for a valuable and adequate consideration without knowledge, notice, or intimation whatever of any fruad or irregularity, or alleged or pretended fraud or irregularity in the execution or delivery of said releases.

And as to the amendments to complainant's said bill this defendant reserving, &c., says:

1. It admits that it is a corporation, organized and doing business as alleged.

2. It admits that it is interested in said lots 59, 60, 61, 63, 64, and 65, according to Mayhew's subdivision of said square 204, and says that it became the purchaser and is the owner of said lots, for a valuable and adequate consideration, in good faith, without notice of any interest, right, or claim of the complainant therein.

3. It has no knowledge or information of the purpose for which the said release from said Ward was procured, except as the same appears from the release itself, as recorded; and it explicitly denies that
56 it had any notice, either actual or constructive, of any rights, or alleged or pretended rights, of the complainant in said property, at the time it acquired its interest therein, and denies that it had sufficient notice or any notice, at the time it acquired its interest therein, of the said alleged fraudulent release to put it upon inquiry as to the rights or alleged rights of the complainant, and says that it had no knowledge, notice, or intimation of any pretended rights of the complainant in said property until after the filing of the amendments to his original bill in this cause, a period of over three years and eleven months after this defendant acquired its rights in said property, and then only such notice as it acquired from said amendments.

4. It denies, as it is advised and believes, that its rights are subservient to the complainant's, so far as said lots are concerned, and that they should be held to pay the debt due to the complainant.

5. And this defendant further answering says that on or about the first of October, 1872, this defendant, relying upon the land records of said District, as shown by a certificate of title made by William H. Ward, then an examiner of titles of high standing and repute in

57 said District, from which it appeared that Edwin E. Mayhew was the owner in fee simple of, and had a good unincumbered title to, lots 50, 59, 60, 61, 62, 63, 64, and 65, according to said Mayhew's subdivision of said square 204, in the city of Washington, did loan and advance to said Mayhew the sum of thirty-two thousand dollars ($32,000) on the security of said property, and the said Mayhew and his wife on said date executed and delivered their eight several deeds of trust, one on each of said lots for $4,000, to secure the repayment of said loan and interest, which said deeds were duly recorded among the land records of said District on the 11th of October, 1872, in liber 697, folios 232 to 248, as by the said land records, to which reference is made as part of this answer, will more fully appear.

For default in the terms of said deeds of trust on said lots 59, 60, 61, 62, 63, 64, and 65, they were sold thereunder on the 26th of April, 1873, at which sale Jonathan G. Bigelow became the purchaser, and the trustees named in said deeds of trust conveyed said lots to him, by deeds recorded on the 12th of May, 1873, in liber 717, folio 41 et seq., of said land records. And on or about the 1st of May, 1873, said Bigelow and his wife executed and delivered their deeds of trust for $4,000 on each of said lots, to secure to this defendant the sum of $28,000, which became due from him on account of said purchase, which said

58 deeds of trust were recorded May 14th, 1873, in liber 710, folio 463 et seq., of said land records, to which reference is made as part of this answer.

On or about February 4, 1874, said lots 60, 61, and 63 were sold by Theodore F. Gatchell and Charles C. Burr, trustees, by reason of default in the terms of a deed of trust on each, made by said Bigelow and wife, (subsequent to their said deeds of trust to secure this defendant), to secure the payment of money to other persons, at which sales this defendant became the purchaser of said lots and received deeds therefor from said trustees, which deeds bear date February 5th, 1874, and were recorded on the 13th of February, 1874, in liber 733, folio 472 et seq., of said land records, to which reference is made as part of this answer.

And said lots 50, 59, 64, and 65 were sold on the 15 of October, 1874, under and by virtue of a decree of the supreme court of the District of Columbia, passed May 27, 1874, in equity cause No. 3603, instituted in February, 1874, by Jonathan G. Bigelow vs. this defendant and others, said sale being decreed and made to satisfy the said deed of trust from said Mayhew and wife on said lot 50, and said deeds of trust from said Bigelow and wife on said lots 59, 64, and 65, to secure to this defendant $4,000 and interest on each lot, at which sale this defendant be-

59 came the purchaser of said lots 59, 64, and 65, and one C. H. Moulton became the purchaser of said lot 50, and said sales were duly ratified by the court, and a deed was made and delivered to this defendant by the trustees named in said decree of said lots so purchased by it, and was duly recorded March 11th, 1875, in liber 774, folio 440, of said land records, which said record, as well as the proceedings in said equity cause, are prayed to be referred to as part of this answer.

And this defendant, either before or at the time of the said loan to said Mayhew, or during any of the transactions above mentioned, or until after the filing of the amendments to complainant's bill, had no knowledge, notice, or intimation, or suspicion of any claim or interest, or pretended claim or interest of the complainant, in or to said property. And this defendant has been in possession of said property ever since its purchase of the same, and has finished the houses on said lots, and

in so doing and in paying taxes and insurance thereon, has expended a large sum of money, to wit, about $2,500 on each house.

At the date of the said deeds of trust to Joseph H. Blackfan and William H. Ward, and for a long time thereafter, there were no buildings or improvements on said lots, and the said buildings and improvements have been paid for by the money of this defendant, advanced as aforesaid, and this defendant verily believes that it has paid for said lots and improvements the full value thereof.

And having fully answered, it asks to be hence dismissed with its costs in this behalf most wrongfully sustained.

CONNECTICUT GENERAL LIFE INSURANCE CO.,
By THOMAS W. RUSSELL, *President.*

{ CONN. GEN'L LIFE INS. C. SEAL. }

S. R. BOND,
Def'd'ts Sol'r.

STATE OF CONNECTICUT,
Hartford County, ss:

I, Thomas W. Russell, president of the defendant the Connecticut General Life Insurance Company, do solemnly swear that I have read the answer by me subscribed, and know the contents thereof, and that the facts therein stated upon my personal knowledge are true, and that the facts therein stated upon information and belief I believe to be true.

THOMAS W. RUSSELL, *Pres'd't.*

Subscribed and sworn to before me this 21 day of October, 1876.
[COURT SEAL.] FRANCIS CHAMBERS,
A Clerk of the Superior Court in and for said County of Hartford.

(Indorsed:) Eq. No. 4561. Eldridge vs. Coburn et als. Answer of Conn. Gen'l Life Ins. Co. Filed Nov. 6, 1876. R. J. Meigs.

In the supreme court of the District of Columbia.

ELDREDGE *vs.* COBURN ET AL. } No. 4561. Eq. doc. 15.

Filed Dec. 4, 1876.

At an examination held in the above-entitled cause before me, an examiner in chancery, personally appeared Hallett Kilbourn, Jonathan G. Bigelow, George F. Schayer, Enoch Totten, Mahlon Ashford, Charles A. Eldridge, the witnesses within named, on call of the plaintiff, and after the witnesses were duly sworn, the statements contained in the within depositions were written down by me, read in the hearing and presence of the witnesses, and signed by them in my presence.

JNO. CRUIKSHANK,
Examiner in Chancery.

57 said District, from which it appeared that Edwin E. Mayhew was the owner in fee simple of, and had a good unincumbered title to, lots 50, 59, 60, 61, 62, 63, 64, and 65, according to said Mayhew's subdivision of said square 204, in the city of Washington, did loan and advance to said Mayhew the sum of thirty-two thousand dollars ($32,000) on the security of said property, and the said Mayhew and his wife on said date executed and delivered their eight several deeds of trust, one on each of said lots for $4,000, to secure the repayment of said loan and interest, which said deeds were duly recorded among the land records of said District on the 11th of October, 1872, in liber 697, folios 232 to 248, as by the said land records, to which reference is made as part of this answer, will more fully appear.

For default in the terms of said deeds of trust on said lots 59, 60, 61, 62, 63, 64, and 65, they were sold thereunder on the 26th of April, 1873, at which sale Jonathan G. Bigelow became the purchaser, and the trustees named in said deeds of trust conveyed said lots to him, by deeds recorded on the 12th of May, 1873, in liber 717, folio 41 et seq., of said land records. And on or about the 1st of May, 1873, said Bigelow and his wife executed and delivered their deeds of trust for $4,000 on each of said lots, to secure to this defendant the sum of $28,000, which became due from him on account of said purchase, which said 58 deeds of trust were recorded May 14th, 1873, in liber 710, folio 463 et seq., of said land records, to which reference is made as part of this answer.

On or about February 4, 1874, said lots 60, 61, and 63 were sold by Theodore F. Gatchell and Charles C. Burr, trustees, by reason of default in the terms of a deed of trust on each, made by said Bigelow and wife, (subsequent to their said deeds of trust to secure this defendant), to secure the payment of money to other persons, at which sales this defendant became the purchaser of said lots and received deeds therefor from said trustees, which deeds bear date February 5th, 1874, and were recorded on the 13th of February, 1874, in liber 733, folio 472 et seq., of said land records, to which reference is made as part of this answer.

And said lots 50, 59, 64, and 65 were sold on the 15 of October, 1874, under and by virtue of a decree of the supreme court of the District of Columbia, passed May 27, 1874, in equity cause No. 3603, instituted in February, 1874, by Jonathan G. Bigelow vs. this defendant and others, said sale being decreed and made to satisfy the said deed of trust from said Mayhew and wife on said lot 50, and said deeds of trust from said Bigelow and wife on said lots 59, 64, and 65, to secure to this defendant $4,000 and interest on each lot, at which sale this defendant be-59 came the purchaser of said lots 59, 64, and 65, and one C. H. Moulton became the purchaser of said lot 50, and said sales were duly ratified by the court, and a deed was made and delivered to this defendant by the trustees named in said decree of said lots so purchased by it, and was duly recorded March 11th, 1875, in liber 774, folio 440, of said land records, which said record, as well as the proceedings in said equity cause, are prayed to be referred to as part of this answer.

And this defendant, either before or at the time of the said loan to said Mayhew, or during any of the transactions above mentioned, or until after the filing of the amendments to complainant's bill, had no knowledge, notice, or intimation, or suspicion of any claim or interest, or pretended claim or interest of the complainant, in or to said property. And this defendant has been in possession of said property ever since its purchase of the same, and has finished the houses on said lots, and

in so doing and in paying taxes and insurance thereon, has expended a large sum of money, to wit, about $2,500 on each house.

At the date of the said deeds of trust to Joseph H. Blackfan and William H. Ward, and for a long time thereafter, there were no buildings or improvements on said lots, and the said buildings and improvements have been paid for by the money of this defendant, ad-
60 vanced as aforesaid, and this defendant verily believes that it has paid for said lots and improvements the full value thereof.

And having fully answered, it asks to be hence dismissed with its costs in this behalf most wrongfully sustained.

CONNECTICUT GENERAL LIFE INSURANCE CO.,
By THOMAS W. RUSSELL, *President.*

{ CONN. GEN'L LIFE INS. C. SEAL. }

S. R. BOND,
Def'd't's Sol'r.

STATE OF CONNECTICUT,
Hartford County, ss:

I, Thomas W. Russell, president of the defendant the Connecticut General Life Insurance Company, do solemnly swear that I have read the answer by me subscribed, and know the contents thereof, and that the facts therein stated upon my personal knowledge are true, and that the facts therein stated upon information and belief I believe to be true.

THOMAS W. RUSSELL, *Pres'd't.*

Subscribed and sworn to before me this 21 day of October, 1876.
[COURT SEAL.] FRANCIS CHAMBERS,
A Clerk of the Superior Court in and for said County of Hartford.

61, 62 (Indorsed:) Eq. No. 4561. Eldridge vs. Coburn et als. Answer of Conn. Gen'l Life Ins. Co. Filed Nov. 6, 1876. R. J. Meigs.

63, 64 In the supreme court of the District of Columbia.

ELDREDGE *vs.* COBURN ET AL. } No. 4561. Eq. doc. 15.

Filed Dec. 4, 1876.

At an examination held in the above-entitled cause before me, an examiner in chancery, personally appeared Hallett Killbourn, Jonathan G. Bigelow, George F. Schayer, Enoch Totten, Mahlon Ashford, Charles A. Eldridge, the witnesses within named, on call of the plaintiff, and after the witnesses were duly sworn, the statements contained in the within depositions were written down by me, read in the hearing and presence of the witnesses, and signed by them in my presence.

JNO. CRUIKSHANK,
Examiner in Chancery.

65 In the supreme court of the District of Columbia, July 15th, 1876.

CHAS. A. ELDREDGE
vs.
COBURN ET AL. } No. 4561. Eq. doc. 15.

HALLETT KILBOURN, of lawful age, a resident of Washington, D. C., a witness produced and sworn on behalf the plaintiff, deposes and says:

I am a real estate broker; the same in 1872. I know the plaintiff. He left several notes with us in the latter part of 1872. I have one in my hand.

(Witness is here shown notes marked Exhibits Pl'ffs, Nos. 1, 2, & 3.)

[*Exhibit Pl'ff, No. 3.*]

$2,578$\frac{13}{100}$.] WASHINGTON, D. C., *November 10th*, 1871.

Three years after date I promise to pay to the order of John Van Riswick twenty-five hundred and seventy-eight $\frac{13}{100}$ dollars, value received, with interest at 7 per cent. per annum.

GEO. B. COBURN.

No. . Due .
Secured by deed of trust.

(Indorsed:)
Without recourse.

J. VAN RISWICK.

(Exhibit Pl'ff, No. 3.)

[*Exhibit Pl'ff, No. 2.*]

$2,578$\frac{13}{100}$.] WASHINGTON, D. C., *November 10th*, 1871.

Two years after date I promise to pay to order of John Van Riswick twenty-five hundred and seventy-eight $\frac{13}{100}$ dollars, value received, with interest at 7 per cent. per annum.

GEO. B. COBURN.

No. . Due .
Secured by deed of trust.

(Indorsed:)
Without recourse.

J. VAN RISWICK.

(Exhibit Pl'ff, No. 2.)

[*Exhibit Pl'ff, No. 1.*]

$4,000.] WASHINGTON, D. C., *June 15th*, 1872.

Sixty days after date we promise to pay to order of Charles A. Eldridge four thousand dollars, payable at banking house of Fant, Washington & Co., value received.

AISTROP AND DUDLEY.

[$2 int. rev. stamp.]

No. . Due .
Secured by deed of trust.

(Indorsed:) 43145. Aistrop and Dudley. 4,000.
Aug. 17. F. W. & Co.
Charles A. Eldridge.

(Exhibit Pl'ff, No. 1.)

These are part of the notes. I think we received those 3 notes at the same time. They were given to us for collection, deposited with us by Mr. Eldridge. We must have held them a year or two, or a year and a half, until they were delivered to Mr. Totten, counsel for plaintiff.

66 In the past year not a cent was paid on these notes during our custody of them. I cannot say whether I demanded payment of the notes. Did demand it from Aistrop and Dudley. Wrote them several letters. It was after maturity. Cannot remember the exact time. Had several interviews with them and promises from them to pay. They paid us $4,300 on May 20, 1873, on Mr. Eldridge's account, as I learn from a memorandum now held in my hand. This was paid on a note of William H. Brown to D. F. Hamlink; it was placed in our hands by Mr. Eldridge. It belonged to him I suppose. The money went to his credit. Aistrop and Dudley had no control of the three notes (Exhibits 1, 2, and 3) while in our custody. They never went out of our control. No one outside of our firm had access to those notes while in our custody. I know Aistrop and Dudley. Don't know whether they are solvent or insolvent.

67 I think it was in 1873 that I went with Mr. Eldridge to the City Hall, called Mr. Ward out and introduced him to Mr. Eldridge, and they had some conversation in relation to releasing a portion of the property on which those notes were secured.

Mr. Ward brought out the record-book and exhibited the release. I think the record showed that some one, Van Riswick, I think, had signed the release as the holder of the notes. Mr. Ward said he had released on the representations of the holders of the notes. There was some pointed conversation. Mr. Eldridge wanted to know why Mr. Ward released without an exhibition of the notes. I think Mr. Ward said he had authority from those parties. Mr. Eldridge took the ground that the notes should be produced. Mr. Ward said he was responsible if he had not done right in releasing. I don't think Mr. Ward stated whether or not Van Riswick's notes had been produced. I am not clear, but I know that Mr. Ward impressed me with the idea that he thought these parties were the holders of the notes.

68 I have a general knowledge of the property, lots 50 and 59 to 65, inclusive, in square 204, released by the deed of release. They were improved by three story brick buildings. I don't remember the value. I did at the time. I should say the buildings were worth $5,000 each. In the fall of 1872, the back lots were worth about twenty cents a foot. They were unimproved.

Cross-examined by Mr. J. J. JOHNSON, for defendant, Ward:

69 The notes, Exhibits Pl'ffs No. 1, 2, and 3, were first placed in our possession, I think, in the fall of 1872. One was dated June 15th, 1872, for $4,000, at sixty days, by Aistrop and Dudley, to the order of Charles A. Eldridge. The other notes are dated November 10th, 1871, for the sum of $2,578.13 each, at two and three years. The two last are secured by the deed of trust of June 10th, 1871. These two notes were not past due when they came into our possession. I never notified Mr. Ward that I held these notes, before this deed of release, for Mr. Eldridge. I don't think Mr. Ward had ever met Mr. Eldridge before I introduced him. I don't know of any agent of Mr. Eldridge at that time, except our firm. I can't remember how Aistrop and Dudley came to pay $4,300 on Mr. Eldridge's account. I know they did pay it. I never knew of their being Mr. Eldridge' agents. I know he bought notes from them.

Redirect:

I am satisfied that the two notes of November 10th, 1871, did not come into our hands until after the sixty days' note was due. I don't think Mr. Eldridge went home immediately after the adjournment of Congress. Don't know when Congress adjourned in 1871.

Recross-examined:

My recollection is that the two notes of November 10th, 1871, were held as collateral for the note of June 15, 1872. We were to surrender those notes on payment of that note. We were to surrender them, I suppose, to Aistrop and Dudley. They paid on a note $4,300. Their names do not appear on that (the Hamlink) note. There is a memorandum made by our bookkeeper, which says that they paid the $4,300 May 20, 1873.

70 (Counsel for Ward ask for production of the Hamlink note, and it is accordingly produced for examination by counsel.)

Redirect:

My recollection is that Aistrop and Dudley had bought some property, and, in order to use it, they had to pay this $4,300 note, and they did pay it. I know nothing of the circumstances of the making of the Brown note.

HALLETT KILBOURN.

Sworn and subscribed before me this 14th July, 1876.

JNO. CRUIKSHANK,
Examiner.

71 JONATHAN G. BIGELOW, a resident of Washington, D. C., a witness produced and sworn on behalf of the plaintiff, deposes and says:

In the fall of 1872, I was engaged principally in loaning money upon real estate in the city of Washington. I was agent for several insurance companies, and was agent for the Connecticut General Life Insurance Company. I loaned for this company $32,000 on lots 50 and 59 to 65, inclusive, in square 204, the property in question. The date of the loan is October 1, 1872. I loaned the money to Edwin E. Mayhew. There was a deed of trust made by Dudley to Joseph H. Blackford, which was intended, as I ascertained at the time, for Joseph H. Blackfan. This deed of trust was dated on or about the middle of August, 1871. It was given to secure two notes of $3,500 each, as I recollect, payable in one and two years after date. The trust deed covered original lots 1, 2, 3, 4, and 20, in square 204, which were subsequently subdivided by Mayhew, into lots 50 to 65, inclusive. Lots 50 and 59 to 65, inclusive, front on 14th street. The other sub-lots front south on U street.

72 The $3,500 note that fell due one year after date I paid off myself. The other $3,500 note falling due in two years from date was sold to the Arlington Fire Insurance Company by the holders. The holders, as I understood them to be then, were the defendants, Ten Eyck and Burr. I transacted this business with E. C. Carrington, their attorney, and paid one note at his office, and the note was cancelled. The same day, or shortly thereafter, Carrington, Aistrop, Mayhew, and myself met according to agreement in the office of the Arlington Fire Insurance Company, on G street, near 15th. My recollection is that Carrington had the release that was executed by Blackfan, releasing the sub-lots on 14th street from the trust deed mentioned, and we had an abstract of the title to the property made by Mr. W. H. Ward, as I

recollect, which abstract of title showed the deed of trust mentioned to be the first incumbrance on the property. The proposition was then made by Aistrop to the secretary of the Arlington Fire Insurance Company (Seath Todd, dead now), to purchase the remaining note, with the understanding that the release which Carrington held should
73 be delivered to me, thereby leaving the note the company purchased secured only by the lots fronting on U street. My recollection is distinct about this from the fact that Todd and I calculated how much per square foot the encumbrance would be on these lots, and my recollection is that we ascertained it to be about 17 cents, and he remarked that that was good security, and he would take the note, provided Mayhew would make it draw ten per cent. interest. That was agreed to, and Todd drew a check for the amount of the money, and Carrington was paid for the note out of that check, and the balance, that was handed to him in cash. This note was not endorsed at this time by the holders, Ten Eyck and Burr, which fact Mr. Todd called my attention to a day or so following; whether it was ever endorsed or not, I don't know.

My recollection is very distinct that it was the understanding the 14th street lots should be released, and that the Arlington Fire Insurance Company should retain only the security of the U street lots. The fact is that was my business, to have the 14th street lots released, to
74 give me the first lien on the property, and I was acting for the Connecticut General Life Insurance Company. Mr. Todd knew that the Blackfan release was present there. The abstract showed that the deed of trust covered all the lots in question. Todd knew my business there was to get the 14th street lots released from it. Hence arose the inquiry how much the lots fronting on U street would be held per square foot for the remaining $3,500 note. The acceptance of such security by the company and the delivery to me of the release deed by Carrington formed part of the same transaction. Seth J. Todd was the secretary of the defendant, the Arlington Fire Insurance Company.

Q. State what you know, if anything, about the release of the 25th September, 1872, made by the defendant, Ward, to defendant Coburn, for the purpose of releasing lots 50 and 59 to 65, inclusive—the 14th street lots.

A. My recollection is that that trust deed, without having it before me, was given to secure three notes to John Van Riswick, for
75 $2,578.13 each, payable in 1, 2, and 3 years. One of these notes, at the time of the release, was still owned and held by John Van Riswick, which I paid off. The other two notes, payable in 2 and 3 years, I never saw. Aistrop and Dudley claimed to be the holders and owners of them. An arrangement was entered into between Aistrop and Dudley and Mayhew whereby Aistrop and Dudley were to consent to the release of this deed of trust, as to lots 50 and 59 to 65, inclusive, fronting on 14th street, and allow me to have the first incumbrance. Then Mayhew was to give seven deeds of trust, of $1,000 each, on lots 59 to 65, inclusive, to secure his notes for like amounts to Aistrop and Dudley, which seven notes were to embrace the amount and interest of the two notes, the security of which was released, and a balance that Aistrop and Dudley claimed to be due from Mayhew on account of some business transactions between them. The arrangement was carried out, and my recollection is that I wrote the trust deed, in which Totten was named as trustee. The release of the 14th street lots by Ward
76 was handed to me, I think, by Aistrop and Dudley. At all events, I never had any conversation with Ward in reference to the re-

lease. At the office of the Arlington Fire Insurance Company, at the meeting mentioned, my recollection is, that although the abstract of title showed all the incumbrances on the property in question, of which there were several deeds of trust and mechanics' liens subsequent to the deed of trust securing the Ten Eyck and Burr notes, no mention was made of who held those subsequent incumbrances, nor were the rights of said parties in any way alluded to. The trust from Coburn to Ward to secure Van Riswick was mentioned on the abstract made by Ward, but no allusion was made to it in our conversation, that I recollect of. The abstract of title was examined with a view of ascertaining one question, whether the deed of trust securing the Ten Eyck and Burr notes was the first lien.

Q. Did you see the original deed of trust made by Dudley to Blackford, and if so, where was it?

77 A. My recollection is that I did see it in the office of E. C. Carrington. I must have seen it, because the deed of trust ran to Joseph H. Blackford, and the question arose with me whether a release by Joseph H. Blackfan would be good. I satisfied myself that Blackfan was the party to whom the trust deed was given in the name of Blackford. This conversation was with Blackfan, Mayhew and Carrington, in Carrington's office. I think it was also mentioned at the Arlington Insurance Office. I hesitated to take the release on account of the name. I know Aistrop and Dudley. I do not know whether they are solvent or insolvent.

Q. What is their reputation as to solvency or insolvency?

(Objected to by Mr. Johnson, because the question does not state when they became insolvent, if they are so, and because it is inadmissible under the pleadings made in this case.)

A. Their present reputation is, I think, that they are now insolvent.

78 I know George B. Coburn. I have no personal knowledge what his reputation is as to solvency. I know his signature. I am acquainted with his handwriting somewhat, and have seen him write.

(Witness here shown Exhibits Pl'ff Nos. 2 and 3.)

I would not swear that this is his signature, but I believe it to be so.

(Counsel for plaintiff offers Exhibits Pl'ffs 1, 2 and 3, in evidence.

Counsel for def'dt Ward objects, because notes are not fully proven.)

Cross-examined by Mr. FAY for defendant Coburn:

George B. Coburn had nothing to do with procuring the release mentioned from Mr. Ward, that I know of. Not far from one-half of the ground was released by Mr. Ward. There were no improvements on any portion of the ground at the time this deed of trust was given. At the time of the release Aistrop and Dudley were considered solvent, and for a year thereafter.

79 Redirect:

The value of the whole property in 1872, at the time the loan was made by me, was, I should say, 25 to 30 cents per square foot as to the lots fronting on U street which were unimproved. The lots on 14th street were improved by a row of eight three-story pressed-brick front houses, in an unfinished condition, just under roof. I should say they were worth then each $4,000. If finished at that time I should say they would have been worth $8,500 a house.

Examination adjourned until 1 p. m. on Tuesday, July 18th, 1876.

JNO. CRUIKSHANK,
Examiner.

JULY 18TH, 1876—1 p. m.

Met pursuant to adjournment.

Redirect examination:

MR. William H. Ward was employed by me upon the instructions of the Connecticut General Life Insurance Company to make abstracts of titles to all the property upon which the company made loans, and being so employed I never supervised any of the work he performed in
80 making releases where he was trustee, or in passing upon the title. His report was accepted as final in every case. He was employed to make the abstract in this case, and my recollection is that I paid him $100, the usual fee. His abstracts of title went back to the date of the division by the government commissioners. My instructions were to loan in all cases upon the first lien, and whenever the abstract showed one or more liens, those were required to be discharged, before the giving of the deeds of trust to secure the company. That was the case in this instance.

Q. State whether or not the Blackfan and Ward releases, the sale of the note to the Arlington Insurance Company, the payment of the note to Carrington, and the loan to Mayhew, all went to make up one transaction?

A. So far as the Connecticut General Life Insurance Company was concerned, not only the releases and payments and transfers mentioned in the question formed a part of the same transaction, but also
81 the payment and discharge of other liens on the property.

Q. State, if you please, as nearly as you can, the exact date when and the place where the Ward release was delivered to you.

(Objected to because the witness has already answered the question.)

A. It was delivered on or about the 1st of October, 1872, the exact date I cannot give. My recollection is it was brought to my office, 628 F street. It came from Aistrop and Dudley, but whether it was Aistrop or Dudley or Mayhew that delivered it to me I cannot remember. I was not present when it was executed by Mr. Ward. I know that Aistrop and Dudley had it for a little while in their office.

Aistrop and not Dudley was the man of that firm who took the active part in negotiating the sale of this note to the Arlington Fire Insurance Company. Dudley, I understood at the time, procured the release from Ward, and aside from this deed of trust from Coburn to Ward, and
82 its release, Aistrop and Dudley had nothing to do with the loan to Mayhew. I have a recollection now of having asked Dudley where the notes then were and whether he owned them. He said he was the owner, or that he and Aistrop owned them, and told me where they were, but I can't recall in whose possession they were, but it was not Kilbourn and Latta. I think they said Mr. Totten had them, but I would not swear to that, and he assured me the release would be all right, the Ward release. This was at the corner of 7th st. and Louisiana avenue, in front of his office.

Cross-examined by Mr. JOHNSON:

Q. State, if you please, the month and year that you employed Mr. Ward to make search in behalf of the Connecticut General Life Insurance Company.

A. I can't give the exact date, but previous to making any loan here I had recommended to Charles T. Webster, then president of the Orient Fire Insurance Company and a director in the Connecticut General Life Insurance Company, William R. Woodward as a reliable man.

83 This recommendation with a view to the Orient Fire Insurance Company making a loan of $35,000 through me. I was authorized by Mr. Webster to employ Woodward to make the abstract of title on which this loan was made, but Mr. Woodward being absent in Brooklyn, New York, at that time, I recommended William H. Ward, and I was authorized to employ him to make this abstract for the Orient Company. When the Connecticut General Life Insurance Company desired to make a loan to Mayhew on the property in question, I recommended Mr. Ward to that company and so did Mr. Webster. He was present and concurred in the recommendation, so that Mr. Ward was employed in this manner to make the abstract, when it was made. I don't recollect that I ever stated to Mr. Ward that I was directed to employ him and nobody else, but that was the fact he was to make this abstract. This particular abstract was made on or about the 1st of October, 1872.

Cross-examined by HANNA and JOHNSTON:

The abstract was sent to Hartford to the office of the company.
84 (Counsel for Arlington Fire Insurance Company reserve exceptions to testimony as to what was said by Seth J. Todd, deceased.)
At the time I met Carrington, Mayhew, and Aistrop at the Arlington Company's office, the partial release of the Blackfan trust had been executed, but not delivered. The holders of the note, Ten Eyck and Burr, secured by the deed of trust, were unwilling to consent to a partial release upon the payment of one note, from which fact arose the necessity of finding a party who would be willing to purchase the remaining note with the partial release, which party was the Arlington Fire Insurance Company. I don't know the ground of the unwillingness of Ten Eyck and Burr to consent to a partial release, but Mr. Carrington, their attorney, refused. My recollection is that Carrington held the release and gave it to me upon the sale of the second note. I wouldn't undertake to say that he did deliver this partial release at the office of the Arlington Fire Insurance Company, but it strikes me now that I asked him there for it and that he said that he had left it at his
85 office, had forgotten to bring it along with him. At any rate it was delivered to me shortly after, the same day. It was the understanding with him that he was to deliver it at the office of the Arlington Fire Insurance Company. It never was exhibited to Todd. I don't undertake to say that Todd, the secretary of the company, or any officer of it, knew that the release had been made, but Todd did understand that he was to have security only on the lots fronting south on U street.

Q. Why was not the assent of the company to this release obtained?

A. I cared nothing about the assent of the party secured; I simply wanted a release of the legal title by the trustee. Why the trustee himself didn't exact such signature I don't know.

I had but one interview myself with the officers of the company in regard to this transaction, the interview where the persons mentioned by me were present. There was a young man also there, Todd's clerk; I don't know his name. Don't know whether I would recognize
86 him or not. He went to get the plat of the square. There were about 21,000 or 22,000 square feet without having calculated it since. We estimated the incumbrance at about 17 cents a foot, and the value of the ground at about 30 cents. It is not worth that now. Aistrop was present and acquainted with the result of the interview, and the release of Blackfan, and, in fact, Aistrop negotiated the sale of the remaining note to the company and was paid for it. Nothing was said

about any incumbrance subsequent to the first trust. I satisfied myself that Joseph H. Blackford, named in the record at that time, was the identical Joseph H. Blackfan who made the partial release at that time by being assured by Blackfan himself that he was the party intended to be mentioned in the deed of trust. I never heard of such a name as Joseph H. Blackford.

JONATHAN G. BIGELOW.

Sworn and subscribed before me this 18th day of July, 1876.

JNO. CRUIKSHANK,
Examiner in Chancery.

Examination adjourned to July 19, 1876, at 1 p. m.

87 JULY 19TH, 1876.

GEORGE F. SCHAYER, a resident of Georgetown, D. C., a witness produced and sworn on behalf of the plaintiff, deposes and says:

I am the assistant of the recorder of deeds, and have been for over seven years.

(Witness is here shown paper marked Exhibit Pl'ff No. 4.)

This paper is a copy of a deed of trust. As originally recorded the deed ran to Joseph H. Blackford, as trustee and grantee. I corrected it upon the representations of eminent counsel, I suppose, and the original deed being produced. I have a faint recollection of objecting at first and of correcting it after the original deed was produced. I was satisfied that the clerk had made a mistake; otherwise I made no corrections whatever. I made the alteration by altering the name of Blackford to Blackfan, by striking out ord and writing an over it. I cannot state about what time the alteration was made.

88 The copy I hold in my hand represents faithfully the record as made and altered. The copy was made from the original as it then was, and afterwards altered as it appears now. The copy contains the marginal notes as they appear on the record. The first marginal note is "Delivered to grantee March 13, 1872. R. R." R. R. means receipt returned. I presume the correction was made after March 13, 1872, the date of the delivery of the original deed of trust. The next marginal note, as it appears on record, is "Corrected from the original deed. George F. Shoyer, dep. reg." I cannot state when that note was made. My impression was that Mr. Rawlings, the secretary of the Arlington Fire Insurance Company, and Mr. Woodward came to see me at the time the alteration was made, but I understood from Mr. Ashford, within a day or two, that he brought the original deed to me. I am not positive now that the original deed was produced at the time I made the correction, as I don't remember anything about it. I would not have made the correction if I had not been satisfied that the mistake was made by the clerk who copied the original deed.

(The above testimony is taken subject to exception by counsel of Arlington Fire Insurance Company.)

89 *Exhibit Pl'ff No. 4.*

(Copy.)

Henry H. Dudley et ux. to Joseph H. Black*ford* [an], trust. Recorded Aug. 18, 1871, 11.30 a. m. Liber 654, folio 479.

[Stamps $7.00.]

(On the margin:) Del. to grantee M'ch 13, 1872. R. R. Corrected from the original deed.

GEO. F. SCHAYER,
Dep. Reg.

This indenture, made this seventeenth day of August, in the year of our Lord one thousand eight hundred and seventy-one, between Henry H. Dudley and Sallie S., his wife, of the city of Washington, District of Columbia, party of the first part, and Joseph H. Blackford [an], of the said city of Washington, District of Columbia, of the second part.

Whereas the said Henry H. Dudley has made and delivered his two promissory notes, of even date with this deed, for three thousand five hundred dollars ($3,500), respectively, to John C. Ten Eyck and Joseph F. Burr with their order, one payable in one year from date, and the other payable in two years after date, the interest upon each to be at the rate of seven per cent. per annum, and to be due and payable half yearly, the said notes being given each for said $3,500, with interest at said rate of seven per cent. per annum from the dates thereof.

Now, therefore, this indenture witnesseth:

90 That the said party of the first part, for and in consideration of the premises aforesaid, and further, the sum of one dollar in lawful money of the United States to them in hand paid by the said party of the second part at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and conveyed, and by these presents grant, bargain, sell, alien, enfeoff, release, and convey unto the said party of the second part all those certain pieces or parcels of ground situate in said city of Washington, District of Columbia, and known and described on the ground plat of said city as lots numbered one (1), two (2), three (3), four (4), and twenty (20), in the square numbered two hundred and four (204), which were conveyed to the said Henry H. Dudley by deed dated the 16th of August instant, from said John C. Ten Eyck and Joseph F. Burr and their wives, and to secure a part of the purchase-money for the same the said notes and this deed is given, together with the improvements, ways, easements, rights, privi'ges, and appurtenances to the same belonging, or in any wise appertaining, and all the estate, right, title, interest and claim either at law or in equity or otherwise however, of the said party of the first part of, in, to, or out of the said pieces or parcels of land and premises:

To have and to hold the said pieces or parcels of ground and premises and appurtenances, unto and to the use of the said party of the second part and his successors in this trust. In and upon the trusts, nevertheless, hereinafter mentioned and declared, that is, in trust to permit the said Henry H. Dudley, his heirs or assigns, to use and occupy the said described premises, and the rents, issues, and profits thereof, to take, have, and apply to and for his sole use and benefit until default be made in the payment of said promissory notes, interest, or any proper cost, charge, commissions, half-commissions, or expense in and about the same; and upon the full payment of all of said notes and the interest thereon and all other proper costs, charges, commissions, half commissions, and expenses at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said Henry H. Dudley, his heirs or assigns, at his cost.

92 And upon this further trust, that upon default being made in the payment of the said notes or the half-yearly interest thereon, or any proper cost, charge, commission, half-commission or expense in and about the same, then and at any time thereafter to sell the said pieces or parcels of land and premises at public auction, upon such terms and conditions and at such time and place, and after such previ-

ous public advertisement as the said party of the second part or his successors or his heirs in the execution of this trust shall deem advantageous and proper, and convey the same in fee simple to the purchaser or purchasers thereof at his, her, or their cost and expense, and of the proceeds of said sale or sales, first to pay all proper costs, charges, and expenses, and to retain as compensation a commission of two per cent. on the amount of the said sale or sales; secondly, to pay whatever may then remain unpaid of the said notes and the interest thereon, whether the same shall be due or not; and lastly, to pay the remainder, if any, to said Henry H. Dudley, his heirs or assigns.

93 In testimony whereof the said party of the first part has hereunto set their hands and seals on the day and year first hereinbefore written.

HENRY H. DUDLEY. [SEAL.]
SALLIE S. DUDLEY. [SEAL.]

Signed, sealed, and delivered in the presence of—
WM. B. TODD, JR.

DISTRICT OF COLUMBIA,
County of Washington, ss:

I, William B. Todd, jr., a notary public in and for the county aforesaid, in the said District, do hereby certify that Henry H. Dudley and Sallie S. Dudley, his wife, parties to a certain deed bearing date on the 17th day of August, A. D. 1871, and hereto annexed, personally appeared before me in the county aforesaid, the said Henry Dudley and Sallie S. Dudley, his wife, being personally well known to me to be the persons who executed the said deed, and acknowledged the same to be their act and deed, and the said Sallie S. Dudley being by me examined privily and apart from her husband, and having the deed aforesaid fully explained to her, acknowledged the same to be her act and deed,

94 and declared that she had willingly signed, sealed, and delivered the same, and that she wished not to retract it.

Given under my hand and notarial seal this seventeenth day of August, A. D. 1871.

[NOT'L SEAL.] WILLIAM B. TODD, JR.,
Notary Public.

95 *Exhibit Pl'ff No. 6.*

This indenture, made this twenty-fifth day of September, in the year of our Lord one thousand eight hundred and seventy-two, between William H. Ward, of the city of Washington, in the District of Columbia, trustee, of the first part, and George B. Coburn, of said city, of the second part.

Whereas the said George B. Coburn heretofore made and executed a certain deed of trust, bearing date on the tenth day of November, in the year eighteen hundred and seventy-one, and thereby conveyed to said William H. Ward, and to his heirs and assigns, all of original lots numbered one (1), two (2), three (3), four (4), and twenty (20), in square numbered two hundred and four (204), in said city, in trust to secure the payment of a certain indebtedness therein mentioned, all of which will fully appear upon reference to said deed of trust, which has been duly recorded in liber No. 665, folio 228, of the land records for Washington County, in said District;

And whereas, since the execution of said trust, the said original lots

have been subdivided into lots numbered fifty (50), fifty-nine (59), sixty (60), sixty-one (61), sixty-two (62), sixty-three (63), sixty-four (64),
96 and sixty-five (65), together with other lots, and it is hereby intended to release and discharge said subdivision lots above enumerated and none others;

And whereas the said indebtedness hath been discharged as to said lots fifty (50), fifty-nine (59), sixty (60), sixty-one (61), sixty two (62), sixty-three (63), sixty-four (64), and sixty-five (65), in evidence whereof the holders of matters secured doth sign these presents, the said party of the second part is thereby entitled to a reconveyance of said described premises, and to have the same released and discharged of and from all lien, claim, demand, or incumbrance by reason of said deed of trust, or anything therein contained:

Now, therefore, this indenture witnesseth, that the said party of the first part, trustee as aforesaid, for and in consideration of the premises aforesaid, and further the sum of one dollar, lawful money of the United States, to him now in hand paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, and conveyed, and doth by these presents grant, bargain, sell,
97 release, and convey unto the said party of the second part, his heirs and assigns, forever, all the hereinbefore described premises, and all the rights, privileges, and appurtenances to the same belonging or in anywise appertaining:

To have and to hold the same unto and to the use of the said party of the second part, his heirs and assigns, forever, as in his first and former estate, free, released, and discharged of and from all lien, claim, or incumbrance by reason of said deed of trust.

In testimony whereof the said party of the first part, as trustee aforesaid, has hereunto set his hand and seal on the day and year first hereinbefore written.

WM. H. WARD, *Trustee.* [SEAL.]
J. VAN RISWICK, [SEAL.]
Holder of matter secured, holding first note named in deed of trust.
AISTROP AND DUDLEY,
Holders of the second and third notes.

Signed, sealed, and delivered in the presence of—
GEO. F. SCHAYER.

DISTRICT OF COLUMBIA,
County of Washington, ss:

I, S. Wolf, recorder of deeds in and for the District and county aforesaid, do hereby certify that William H. Ward, a party to a certain
98 deed bearing date on the twenty-fifth day of September, A. D. 1872, and hereto annexed, personally appeared before me in said county, and the said William H. Ward being personally well known to me to be the person who executed the said deed (In pencil:) Mem.—Remainder of acknowledgment torn off.

99 Cross-examined by J. M. JOHNSTON, esq., for Arlington Fire Insurance Company:

From a opy of the same instrument, made December 5th, 1874, I am confident that the correction as to Blackfan must have been made previous to December 5, 1874. In point of fact I have no idea when the cor-

rection was made. I would never have made such an entry as "corrected from the original deed," unless I had seen the deed and made the correction from it.

Redirect by Mr. TOTTEN:

(Witness here shown paper marked Exhibit Pl'ff No. 6.)

The acknowledgement of this paper was taken by the office and witnessed by me, but I cannot state whether it was taken by Mr. Wolf or myself. At that time the office took acknowledgements. In exceptional cases, when Mr. Wolf was absent, I took acknowledgements in his name. In this acknowledgement the name "S. Wolf" is in my handwriting.

GEO. F. SCHAYER.

Sworn to and subscribed before me this 19th day of July, 1876.

JNO. CRUIKSHANK,
Examiner in Chancery.

100 ENOCH TOTTEN, being sworn on behalf of the plaintiff, deposes and says:

I was employed by Mr. Eldridge to file this bill, and was consulted by him as to his rights in the premises. Investigating the matter touching the alteration in the deed of trust referred to, I went with Mr. Ashford to the record office, March 22d, 1875. Mr. Ashford had previously made an abstract of title to the lots in question. We looked at the deed of trust to Blackford (Exhibit Pl'ff No. 4). We found that the deed of trust had been originally recorded as if made to Joseph H. Blackford, and that afterwards an alteration had been made, as described by Mr. Schayer, the last witness, whose testimony I have heard. We went to see Mr. Schayer, the deputy recorder, and he said that he had made the alteration a few weeks before that date. He stated that the original deed had been brought to him for that purpose by Rawlings, secretary of the insurance company. He therefore, in my presence, took the record and made a note in the margin in the following words: "Corrected from the original deed.—Geo. F. Schayer, dep. rec." The original deed was not there at that time, and I never saw it or have seen it.

101, 102 *Exhibit Pl'ff No. 5.*

[Enoch Totten, counsellor-at-law, Law Building, Fifth street.]

WASHINGTON, D. C., *M'ch 22d*, 1875.

MEM.—On this day I went with Mr. Ashford to see record of trust deed, Liber 654, fo. 479, to Blackford, and found "ord" eraced by drawing pen through it and "an" written over the eraced letters. The deputy recorder on reference to him said he had made the erasure from the original deed, brought to him by Mr. Rawlings, sec'y ins. co., a few weeks ago.

He then made a note on the margin of record.

E. T.

103 I came back to the office at the time and made a memorandum of the conversation with the deputy register, which I now offer in testimony (marked Exhibit Pl'ff No. 5). I have made diligent search and inquiry for the original deed of trust from Dudley to Blackford, or Blackfan, as the case may be, and I have been unable to find out where it is.

ENOCH TOTTEN.

Sworn and subscribed before me this 19th day of July, 1876.

JNO. CRUIKSHANK.

(All of the deposition of Enoch Totten objected to by counsel for Arlington Fire Insurance Company.)

104 MAHLON ASHFORD, being sworn on behalf of the plaintiff, deposes and says:

I am an attorney-at-law. I had occasion to examine a deed of trust from H. H. Dudley to Joseph H. Blackford, dated Aug. 17, 1871, and record' in Liber 654, fol. 479. I also examined a release of a portion of the lots embraced in that deed, recorded as from Joseph H. Blackfan. I presume the correction from Blackford to Blackfan must have been made subsequent to August, 1873, because the copy of my notes, furnished in March, 1875, is of an examination made in August, 1873, which shows the discrepancy between the deed of trust and the release in respect to the name.

(Witness here shown Exhibit P'lff No. 4.)

This copy represents correctly the alteration as it appears upon the record. I do not know where the original deed of trust is. My recollection is that I have seen it subsequently to August, 1873, the date of my examination. Don't know by whom it was shown to me. The
105 grantee in the original deed of trust was Blackfan and not Blackford.

M. ASHFORD.

Sworn to and subscribed before me this 19th day of July, 1876.

JNO. CRUIKSHANK,
Examiner in Chancery.

Examination adjourned to Tuesday, the 25th day of July, 1876.

J. C

JULY 25TH, 1876—1 p. m.

Met pursuant to adjournment.

Whereupon CHARLES A. ELDRIDGE, the plaintiff, being sworn, deposes and says:

I am the plaintiff in this case. In the year 1871 I was a member of Congress, but my professional business was that of a lawyer.

(Witness here shown Exhibits Pl'ff Nos. 1, 2, & 3.)

The $4,000 note was given to me by Aistrop & Dudley, for money which I loaned them, at about the date of the note. I have no recollection that it was not the exact date. The transaction was with
106 Mr. Dudley personally, and not with Aistrop. Mr. Dudley gave me at the same time that he gave me the note (Pl'ff No. 1), the other two notes marked Exhibits Pl'ff Nos. 2 and 3, signed by George B. Coburn, which notes he represented to me as being secured by a deed of trust bearing even date with the notes themselves. The deed of trust was upon lots which he took me out to see and which I went out to see. They were lots on 14th street, on which houses were being erected, and lots on the street in the rear of the buildings. There were eight houses, I think, nearly completed. I kept the notes for some time and then delivered them to Messrs. Kilbourn and Latta, for collection, and informed Mr. Dudley of where I had left them. Don't know but it was agreed that the notes should be left at or about the time they were left. I don't think I can fix the date when I handed the notes to Kilbourn and Latta. It was before either of the collaterals became due. I cannot say whether it was before or after the $4,000 became due. My

best recollection is that I delivered the papers with others to Kilbourn and Latta before or immediately after the adjournment of Con-
107 gress and before my return home in that summer. I must have delivered the notes to them during the summer season or the early part of the recess of 1872, but I cannot be positive. If Congress adjourned about the 10th of June, then I delivered the notes to Kilbourn and Latta during the recess. No one had them in possession, or had the right to do anything with them, until I left them with Killbourn and Latta, and if it was not agreed with Mr. Dudley that I should leave them with Kilbourn and Latta, then I informed him of it.

Dudley, at the time he gave me the notes, exhibited and I think left with me an abstract of title. He said, I think, that Mr. Van Riswick, who held one of the notes, which would be due before these, had the deed of trust. My impression is that he showed me the deed, but I cannot be positive. Mr. Dudley was not authorized to act as my agent, directly or indirectly, in the summer of 1872. Nobody in Washington had authority from me to release the deed of trust securing the Coburn notes, or any part of it, until a long time after the date at which I afterwards learned it had been done. I can't fix the date when I heard of it, from recollection. My impression is that an abstract of title was
108 procured to be made by Mr. Ashford in order to ascertain the state of the property, and that I learned it at or about that time or shortly. The $4,000 note was a debt that was due me, and it was understood by me at least that on the payment of that the others were to be delivered. I think that was the instruction to Messrs. Kilbourn and Latta. I am the holder and owner of the $4,000 note, and holder of the others as collateral, and have been since the date of the $4,000 note, and no one else has been, at least with my authority.

I had conversation with Aistrop and Dudley in regard to the release by Mr. Ward. As soon as I could get an interview with Mr. Aistrop I sought it at once. I first sought Mr. Dudley, but became satisfied that he was trying to avoid me. Mr. Aistrop informed me that Mr. Dudley had procured these releases to be made; representing Aistrop and Dudley to be holders of the two notes, the he (Mr. Aistrop) had nothing to do with it; that he felt very bad about it; that he was mortified "almost to death." He either cried or pretended to cry. I think he cried. He stated that Mr. Dudley felt terribly about it, and that they ex-
109 pected to be able to pay my note, before I found out that the collaterals were released. He said that Mr. Dudley had undoubtedly tried to avoid me, and did it because he was ashamed to meet me. He said they were very much embarrassed at the time, very much in need of money, and that it was that pressure which induced Mr. Dudley to "do this wrong" to me, as he styled it. He said that Mr. Dudley was then in Philadelphia endeavoring to negotiate something so that he could pay me. There was a good deal of other conversation. There was no impression of contrition or sorrow which Mr. Aistrop could use (or it seemed to me) which he did not use, in expressing his feelings in regard to the transaction. He told me of various plans and schemes by which they had expected to give me my money, when I came here, and of their disappointments.

I met Mr. Dudley, after having seen him turn off from the direction he seemed to be pursuing to avoid me, several times. He expressed hope that he would succeed in raising the money, and said to me that the thing had worried him more than any other thing of his life. That is the substance of about all the conversation which I recollect.

110 The most of the conversation, after I found out that the trust had been released, was with Mr. Aistrop, and it was from him that I learned the most of Mr. Dudley's feeling in regard to it.

I had an interview with Mr. William H. Ward about the time when I first heard of the release of the deed of trust. Cannot be positive as to the date, any more than as to the time, when I learned of the release. I called on Mr. Ward, in company with Mr. Hallett Kilbourn, at the register's office, and was introduced to him by Mr. Kilbourn. I told Mr. Ward I had heard of this release, and demanded of him by what authority he undertook to release that deed of trust. He produced the record-book in which the release was recorded, and showed it to me, and stated to me that he had released it on the authority of Mr. Van Riswick who was the owner and holder of the first note secured by the deed, and who produced the note at the time, which he held. I said that as far as Mr. Van Riswick was concerned, I understood the transaction; that he did own one note. I demanded to know by what authority he released the deed so far as the other notes were concerned, without their production, and while I owned and held them. He said he didn't know
111 me in the transaction at all; that if I held those notes I should have given him notice, as trustee, of the fact; that that was my duty. I told him that I understood that he had no right to discharge a deed securing notes without the production of the notes.

He seemed to be considerably irratated, and replied to me that he understood his business. I said to him, "I shall hold you responsible, Mr. Ward." He said, "That's all right; when you get a judgment against me, it will be perfectly good." I replied to him that that was the first pleasant piece of information I had obtained in looking up the matter. He stated to me that he had released the deed as far as the other notes were concerned on the authority of Mr. Dudley, of Aistrop and Dudley. I think Mr. Ward so informed me. I told him that Messrs. Aistrop and Dudley did not own the notes, nor had they since the date of the $4,000 note which I then remembered. That they had been in my possession, and in that of Messrs. Kilbourn and Latta since then. He said he didn't know anything about that; that they informed him, or Dudley informed him, that they held the notes, and that it was my duty
112 to give him notice. He admitted to me that the notes were not produced at the time he executed the release (any except the Van Riswick note), and that he executed the release.

Aistrop told me at the time I was looking the matter up that they had sacrificed everything. I understood most emphatically from Mr. Aistrop that they could not pay their obligations. I know nothing of the circumstances of Mr. Coburn. I have heard persons speak of him as insolvent.

At the time I made the loan Mr. Dudley represented the houses and the lots on which they stood to be worth about $8,000 to $10,000 each. I estimated the eight houses and lots at $40,000 as the minimum value, exclusive of the rear lots. I don't know whether they were worth any less in October, 1872. They were nearly finished at the time I made the loan. When I went to see them workmen were engaged on the inside. I put the rear lots at 30 cents per foot. Mr. Dudley valued them as high as 50 cents. I think Messrs. Aistrop and Dudley paid, 20th May, 1873, to Messrs. Kilbourn and Latta, as reported to me by them, $4,300, and as stated to me by Mr. Dudley. I think he wrote to me to that effect. That was paid on a note which I purchased from a man named Hamlink, a note given by W. H. Browne to D. F. Ham.
113 link, dated Feb'y 16, 1872, for $4,000, with interest at the rate of

10 per cent. per annum, at 60 days, secured by a deed of trust on some houses on M street, and purchased, as Mr. Dudley informed me, by Aistrop and Dudley, part of the consideration of which purchase required them to pay this Browne note. If they had not purchased, as my recollection is, they had so mixed themselves up with that property as to be obliged to pay it, and so Mr. Dudley informed me, and that was the way they came to pay on the Browne note. Not a cent of either of these notes (Exhibits Pl'ff 1, 2 & 3) has ever been paid to me, or to any one for me.

Cross-examined by Mr. J. J. JOHNSON, counsel for def'd't Ward:

At the time I received the Coburn notes as security, I did not know Mr. W. H. Ward. I had met his son, and may possibly have met him, but have no recollection of it. I never gave any instructions to any one to inform Mr. Ward that I held the Coburn notes, as I now recollect.

The Coburn notes are indorsed "without recourse," in blank by
114 J. Van Riswick. I think it was said that it was not necessary for Aistrop and Dudley to endorse the notes, as I held their obligation, and it was endorsed by Mr. Van Riswick. It was said that Mr. Van Riswick was a wealthy man, and a sharp business man, and that he would not have taken the notes unless they were all right.

I made Mr. Aistrop's acquaintance since I learned of the release of the deed of trust by Mr. Ward personally. I knew of him before as the partner of Mr. Dudley, and something by information of his former life, as being in the Confederate army. Mr. Dudley's acquaintance I must have made as early as 1863, '64, or '65, somewhere between 1863 and 1870. I don't know by whom I was introduced. He and his wife boarded at the Kirkwood Hotel where I did. That was my first acquaintance. The introduction was casual. I recollect nothing peculiar about it. I don't remember any personal business transaction with Mr. Dudley before the one in controversy. I bought some paper from him before that. I think the Browne note was bought before that.
115 There were several other things of that sort I bought of him, since the $4,000 was due.

I did a heap of dunning, coaxing and talking with Mr. Aistrop, and tried to find Mr. Dudley. Don't know but Mr. Totten tried to fix it up. Kilbourn and Latta told me they had done considerable dunning. I think that when these things were put into the hands of Mr. Totten I advised him to try and settle matters without a lawsuit. I think he thought he could at one time. What effort he made to that end I don't know. I never instituted suit to recover the $4,000 except this one. I learned of the insolvency of Aistrop and Dudley at the time I was looking up the matter of this release. I can't say that I learned they were insolvent, except that they were pressed for money, and could not raise it. They represented that they had considerable property, but incumbered. The $4,000 note fell due in August, 1872. The collateral notes were dated Nov. 10, 1871, for 2 and 3 years. I hoped to get the amount of the $4,000 note without suit. I had no authority to sell the
116 collateral, no written authority, certainly, and, because Aistrop and Dudley were constantly promising to pay, even after the release, and believing the collateral to be good I did not bring suit to recover the $4,000. My impression is that the collateral notes were not due at the time of the release by Mr. Ward, nor until a long time afterwards, and that is the reason why I rested in such security. I remained quiet so long without seeking legal redress because I had an understanding with Mr. Dudley that the $4,000 note should bear the same interest

as the collaterals, and I had such confidence in the property that I felt perfectly secure, believing that my money was most abundantly secured in any event, and I was under the impression that I could not proceed on the collateral notes, until they became due, and when one became due, I thought the same about it until the other one should come due and I could collect the whole debt. And I thought I could not dispose of the collateral notes because I had no written power of sale. It was not agreed between Dudley and myself that I should hold the col-
117 laterals until they became due. No special agreement. It was thought that the $4,000 note would be paid when it became due. After it had become due Mr. Dudley said that I could be perfectly safe, the colatterals were perfectly good, and that I could have the same rate of interest the collaterals were bearing, and I felt perfectly sure of being paid, until I found the collaterals were released; then I did not feel quite sure of payment. I know the handwriting of Dudley. Never saw Mr. Aistrop write.

(Witness shown release, marked Exhibit Pl'ff No. 6.)

I never saw Mr. Dudley write "Aistrop and Dudley." My impression is that those words are in Mr. Dudley's handwriting. I mean the signature to the release.

When I first knew Mr. Dudley, I think he was or had been in the paper-hanging business. After that he was keeping a hotel. Then he was negotiating loans as a sort of broker.

Cross-examined by Mr. JOHNSTON for Arlington Company:

I think I knew at the time that I took the note that the abstract showed a prior deed of trust on the property and took that into
118 consideration in my valuation of the property. My understanding was that the deed of trust covered the whole property—the 14th street lots and the rear lots. I think there was notice given by my direction, that I held the second lien, to somebody in the Arlington Insurance office. I think Mr. Todd, jr., was given by Mr. Bull, the book'eeper of Kilbourn and Latta. The Arlington Insurance office was directly in the rear of their building, and Mr. Bull had several conversations with them about the matter; don't know what was said. I don't remember at what time the information was given to the insurance company. The date of the $4,000 note is June 15, 1872.

I think I was in Washington in the winter of 1874–'75. I must have been, as I have attended all the sessions since the 38th Congress. I am not aware of any suit at law instituted by me against any parties to the notes or the to the second deed of trust. I did not personally notify the insurance company, but I directed Mr. Bull to inform them that I should hold them liable; don't remember the date, but it was some time
119 after the sale under the Blackfan deed of trust. I think I directed Mr. Totten to try and make an equitable adjustment. He had, I believe, some conversation with an officer of the company, but which one I don't know; don't know that Mr. Todd was notified. I think I learned that the company had a prior deed of trust from Mr. Todd himself. Such an interview was had, and I was either present or was informed of it. It was before my collaterals had become due and the note held by the company had or was about to become due, and the object of the interview was to ascertain if they were going to proceed. I did not want to be sold out in my absence. I found out the insurance companie's release of a portion of the lots about the same time I learned of the Ward release. This suit is the first effort I made to secure my rights. I gave the case to Mr. Totten with instructions to that effect.

I talked to Mr. Bull the other day and he was unable to fix the time when he notified the insurance company that I held the second lien. It was after the time I put the notes in the hands of Kilbourn &
120 Latta at or after that time.

Redirect:

The signature to the $4,000 note is in Mr. Dudley's handwriting.

(Counsel for pl'ff offers in evidence abstract of title and copy of Mayhew's subdivision of lots 1, 2, 3, 4, and 20, in square 204, attached thereto, all of which are marked Exhibit Pl'ff No. 7.)

CHAS. A. ELDRIDGE.

Sworn to and subscribed before me this 25th day of July, 1876.

JNO. CRUIKSHANK,
Examiner in Chancery.

Examination adjourned to Saturday, the 29 day of July, 1876, at 1 p. m.

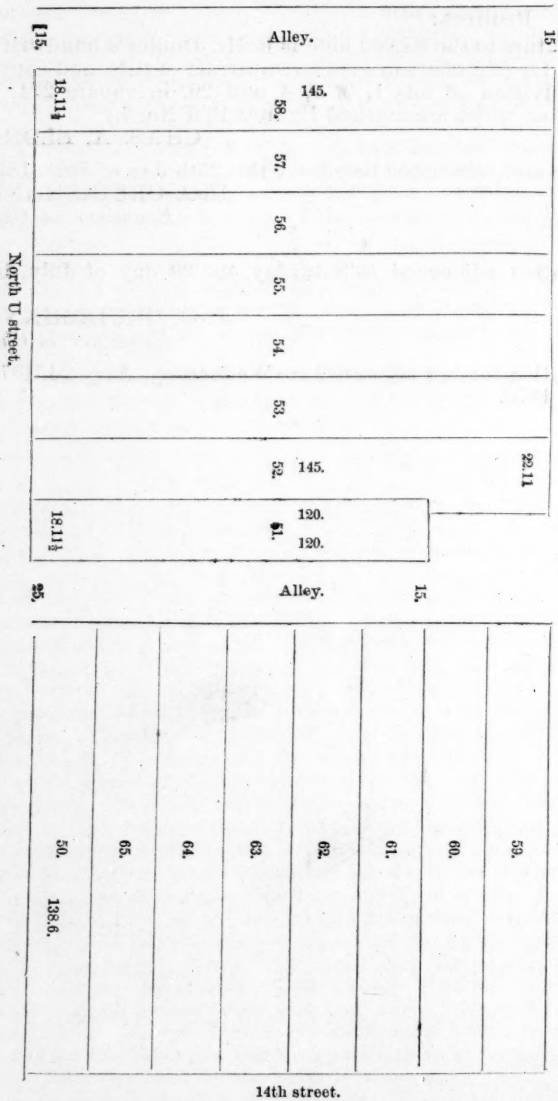
JNO. CRUIKSHANK,
Examiner in Chancery.

Examination further adjourned to Wednesday, Aug. 2d, 1876.
July 29, 1876.

J. C.

121, 122 *Exhibit Pl'ff No. 7.*

Mayhew's subdivision of lots 1, 2, 3, 4, and 20, square 204.



123 *Abstract of title to lots* 1, 2, 3, 4, *and* 20, *in square* 204, *in the city of Washington.*

J. C. Ten Eyck & Jos. F. Burr to Henry H. Dudley.

Deed dated Aug. 17, 1871.
" recorded " " "
L. 654, f. 477.
Conveys all of the above lots to Dudley.

Henry H. Dudley and wife to Joseph H. Blackford.

Deed of trust dated Aug. 17, 1871.
Recorded " 18, "
L. 654, f. 479.
This deed conveys all of the above lots in trust to secure $7,000.00 in two equal promissory notes, $3,500.00 each, at one and two years from date, with interest from date at 7 per cent. interest, to Ten Eyck and Burr.
(MEM.—This deed was originally recorded as if made to Joseph H. Blackford, but the record was afterwards altered by erasure and interlineation, so as to run to Joseph H. Blackfan, and marginal note of explanation made.) See deposition Geo. F. Schayer.

H. H. Dudley and wife to John Van Riswick.

Deed dated Aug. 18, 1871.
" recorded " 19, "
L. 656, f. 275.
Conveys all of said lots.

124 John Van Riswick to George B. Coburn.

Deed dated Nov. 10, 1871.
Recorded Jan. 31, 1872.
L. 673, f. 79.
The above deed conveys all of said lots.

George B. Coburn to William H. Ward.

Deed of trust dated Nov. 10, 1871.
Recorded 27 Nov., 1871.
L. 665, f. 228.
This deed conveys all of said lots to secure to John Van Riswick $7,734.40, in three promissory notes, for $2,578$\frac{13}{100}$, in one, two, and three years, of even date, at 7 per cent. interest, to the order of John Van Riswick, and for the deferred payment of purchase money.

George B. Coburn to Edwin E. Mayhew.

Deed dated 8 Feb'y, 1872.
Recorded Ap'l 5, 1872.
Conveys all of the above lots for the consideration of $6,784.00, subject to a deed of trust dated Aug. 17, 1871, to secure two notes of $3,500 each, with interest at 7 per cent., made by H. H. Dudley to Ten Eyck and Burr. Also deed of trust of Nov. 10, 1871, to secure three notes of

$2,518.13 each, in one, two, and three years, made by George B. Coburn to John Van Riswick; trust by Coburn to W. H. Ward.

125 H. D. C., f. 52.

Edwin E. Mayhew, Feb'y 26, 1872, subdivided lots 1, 2, 3, 4, and 20, into sub-lots from 50 to 65, both inclusive.

Wm. H. Ward to Geo. B. Coburn.

Deed of release dated Sep. 25, 1872.
Recorded 14 Oct., 1872.
Acknowledged Oct. 9, 1872.
L. 698, f. 186.
This release purports to release lots 50 and 59 to 65 inclusive from effect of trust deed dated Nov. 10, 1871.
(Original deed on file as an exhibit.)

Joseph H. Blackfan to Henry H. Dudley.

Release dated Sep. 25, 1872.
Recorded Oct. 12, 1872.
Acknowledged Oct. 7, 1872.
Liber 692, f. 438.
This deed purports to release the deed of Aug. 17, 1871, from Dudley to Blackford, in Liber 654, f. 479, so far as the same relates to sub-lots 50 and 59 to 65 inclusive, and recites that "the indebtedness as to said lots having been discharged," &c., &c., and is signed by E. C. Carrington, att'y for John C. Fierfiler and Joseph Brainan, holders of the notes.

Joseph H. Blackfan to the Arlington F. Ins. Co.

Deed dated 11 day Jan'y, 1875, & recorded Jan'y 13, 1875.

126 This deed was made in pursuance of a sale made by Jas. H. Blackfan, in execution of the powers in the deed of trust from H. H. Dudley to Joseph H. Blackford, in L. 654, f. 479, dated Aug. 17, 1871 (copy of deed with exhibits in the testimony), and conveys lots in Mayhew's subdivision of square 204, numbered from 51 to 58, both inclusive.

It is hereby stipulated and agreed that the foregoing is a true and correct abstract of the title to the above-named lots, as the same appears of record among the land titles of the District of Columbia, so far as the same is material in the case Eldridge vs. George B. Coburn et al., equity cause No. 4,561, and it is agreed that this abstract may be read at the hearing of said cause.

July 25, 1876.

ENOCH TOTTEN,
Sol. for Complainants.
J. J. JOHNSON,
For Ward.
HANNA & JOHNSTON,
Att'y Arl. Ins. Co.

127, 128 (Indorsed:) 4561. Eq. doc. 15. Eldridge vs. Coburn et al. Six depositions for plaintiff. Filed Dec. 4th, 1876. R. J. Meigs.

129 In the supreme court of the District of Columbia.

ELDRIDGE *vs.* COBURN. } Equity. No. 4561.

Filed M'ch 15, 1877.

Please take notice that on Monday, the 5th day of February, 1877, at the hour of two o'clock in the afternoon of that day, I shall produce for cross-examination before Mr. Frank T. Browning, an examiner of this court, at his office in the Law building on 5th street, the witnesses heretofore examined in this cause, and you are hereby notified to appear and cross-examine them, if you shall see fit, at that time and place.

ENOCH TOTTEN,
Att'y for Pl'tf.

To S. R. BOND, JOHNSTON and HANNA, and J. J. JOHNSON,
Att'ys for D'f't.

Service acknowledged this 1st day of February, 1877.

HANNA & JOHNSTON,
Sol'rs for Arl. Fire Ins. Co.
S. R. BOND,
Sol'r for Conn. Gen'l Life Ins. Co.
JOHN J. JOHNSON,
Sol'r for Ward.

130 (Indorsed:) Equity, No. 4561. Eldridge vs. Coburn. Notice.

131, 132 FEBRUARY 5TH, 1877.

Met pursuant to notice, and adjourned to meet Feb'y 7, 1877, at two o'clock.

FRANK T. BROWNING,
Ex'r in Chancery.

FEBRUARY 7TH, 1877.

Met pursuant to adjournment: Present Enoch Totten, counsel for complainant; S. R. Bond, counsel for Conn. Life Ins. Co., and witnesses.

In the supreme court of the District of Columbia.

ELDRIDGE *vs.* COBURN. } Eq. No. 4561.

At an examination held in this cause before me personally appeared, on this 7th day of February, 1877, J. G. Bigelow and Geo. F. Schoyer, the within-named witnesses, on call of the plaintiff, who being first sworn, the within depositions were written down from the statements of the witnesses and read to them and signed by them, having been first duly sworn to testify to the truth, the whole truth, and nothing but the truth.

FRANK T. BROWNING,
Ex'r in Chancery.

133 WASHINGTON, D. C., *Feb'y 5th*, 1877.

Met in pursuance of notice, and Mr. Bond appeared for the Connecticut General Life Insurance Company, and Mr. Totten for complainant. No one else appearing, the cause was adjourned until the 7th day of February, 1877, at two o'clock p. m.

WASHINGTON, D. C., *Feb'y 7th*, 1877.

Met in pursuance of adjournment; Mr. Bond being present for the Connecticut General Life Insurance Company, and Mr. Totten for complainant; and thereupon Mr. J. B. BIGELOW, the witness for the plaintiff, having been heretofore duly sworn in the cause, was cross-examined by Mr. Bond, and states as follows:

By Mr. BOND:

Q. When did you first become agent for the Connecticut General Life Insurance Company, one of the defendants?

A. In the fall of 1872. I cannot give the exact date; perhaps about the last of November or first of December. I have reference now to the agency of the prosecution of the business of insurance.

Q. At the time the loan made by the company to Mayhew was applied for, as whose agent did you act in the transaction?

A. I made application as the agent of Mayhew. My recol-
134 lection is that I was in Hartford, Connecticut—I am certain of it—and made application of the home office for the loan of $32,000.00 on these eight houses in question.

Q. About when was that?

A. This was about the 25th of September, 1872.

Q. You had never been the agent of the company up to that time?

A. I never had.

Q. Nor until the date you stated?

A. Nor until the date I stated.

Q. About the last of November or first of December?

A. Yes, sir.

Q. And did you act as Mayhew's agent from that time until the conclusion of the loan in the transaction?

A. I did as his agent and adviser, for he was present at some of the transactions himself.

Q. Who paid you for your services in obtaining the loan? Who paid you or who was to pay you?

A. Mayhew.

135 Q. Was it a requirement of the company that they should have a first deed of trust for security for the loan?

A. It was.

Q. State how much money Mayhew received from the company of that loan, if you know?

A. He received the whole amount, $32,000.00. The last installment of this was made on or about the time of the Boston fire, on or about November the 8th, 1872, at which time I was in Hartford, and sent a draft for the balance to Mayhew, made payable to his order. This draft was drawn on the company and payable at sight.

Q. How was the money paid?

A. All the money of this loan was advanced on drafts drawn at sight on the company, and were made payable to the order of Mayhew and signed by me as agent. In the act of drawing the drafts I was the agent of Mayhew.

Q. For what was this money expended that was obtained on this loan to Mayhew?

A. The principal part of it was expended in paying off prior encumbrances, and the balance was expended toward completing the houses.

136 Q. At the time the deed of trust which was released by William H. Ward was given by Coburn to him, were there any houses on the property?

A. My recollection is that there were none. These houses were begun about the latter part of February or first of March, 1872. On the 25th of February, 1872, Mayhew began to lay the foundation of the walls, so I have been informed by Mayhew; I have no personal knowledge.

Q. Were you informed by Van Riswick that two of the notes secured by the deed of trust were sold to Aistrop and Dudley?

A. I would not be certain about being informed by Van Riswick, but I think he spoke of two of these notes as being in the hands of Aistrop and Dudley. One was still held by Van Riswick, and that one I paid off.

Q. Who procured Mr. Ward's abstract of title of the property?

A. I procured it.

Q. As whose agent did you procure it?

A. He was designated by the company as the man whose abstract was desirable, but he was paid for his services by me, but by
137 money belonging to Mayhew. The borrower was to furnish Ward's abstract; the company merely designated the party whose abstract they would take.

Q. You procured the abstract, and paid for it as Mayhew's agent, or on behalf of Mayhew?

A. I would not like to say in that particular act whether I got Ward to make this abstract as the agent of Mayhew. I think Mayhew had no election about it at all. It was part of the negotiation that Mayhew was to bear all the expenses for the getting of the abstract, making all the deeds or conveyances that were necessary, and to pay the fire insurance premiums, while the company reserved to itself the right of selecting their attorney. It was understood that Mayhew should pay for the abstract, and that Ward was the man selected, upon recommendations, by the company to make the abstract, but still he was paid for his work by Mayhew, or by me for Mayhew.

Q. As I understand it, it amounts to this: That the company wanted an abstract of title of the property before making their loan, and they designated Mr. Ward as the person whose abstract they would take, and thereupon his abstract was procured and paid for by Mayhew. That is the substance of it, is it not?

A. That is about the way it was.

138 Q. During the transaction, and until after all the money had been advanced on that loan, did you know or hear that this plaintiff, Mr. Eldridge, had any interest in the notes that were secured by the deed of trust to Ward?

A. I did not.

Q. Were any of these lots in question, viz, the lots on 14th street, sold under the deed of trust which Mayhew gave to secure the company of this loan?

A. Seven of them were sold, including houses and lots.

Q. When were they sold?

A. 26th of April, 1873.

Q. In default of payment of the interest?

A. In default of payment of interest as well as in default of completing the houses. The deed of trust provided that they should be sold for default in payment of the insurance, taxes, and interest. There was default in all in payment of the taxes, insurance, and interest.

Q. Who became the purchaser at that trustee's sale?

A. I did.

Q. Did the company loan you the money to make the purchase?

139 A. The arrangement was this: I was to advance to the company the amount of the accumulated interest under the Mayhew loan, and pay the costs and expenses attending the sale, and give back a deed of trust for $4,000.00 for the principal, on each of said houses and lots.

Q. It amounted to a loan of $4,000.00 on each house and lot?

A. Yes, sir; to the extent of $4,000.00 on each house and lot; it was a deferred payment in that sense. It may be called a loan.

Q. Were any of these houses and lots sold under a decree of the supreme court of the District of Columbia subsequently?

A. They were, several of them.

Q. Which ones, do you recollect?

A. I cannot give them without reference to the proceedings. Some of them were sold.

(The counsel for the complainant objects to the above kind of testimony.)

Q. What suit was that?

A. It was a suit in equity, wherein I was the complainant, and the Conn. Gen'l Life Ins. Co. and others were the defendants.

140 Q. Equity, No. 3603; is that the suit you mean?

A. Yes, sir.

Q. Were any of them sold by Theodore F. Gatchell and Charles C. Burr, as trustees?

A. Three of them were sold by them as trustees.

Q. Were they sold under deeds of trust given by you subsequently to the $4,000.00 deed of trust?

A. Yes, sir; they were lots Nos. 60, 61, and 63. Nos. 50, 59, 64, and 65 were sold under the decree of the court.

Q. What is the date of the sales, as near as you remember?

A. Along about October, 1874.

(Counsel for complainant objects to the testimony referring to the sales of these lots, because it is incompetent and improper.)

Q. Do you know whether Mr. Ward's abstract showed that these deeds of trust of Mayhew to secure the company were the first encumbrance?

A. His abstract did; that was furnished the company.

Q. Do you know whether there has been any considerable money

141 expended on the houses since their purchase by the company?

A. I know I expended about $24,000 on the eight houses.

Q. Have you any knowledge whether the company have expended considerable sums since they became the purchasers?

A. The company, undoubtedly, has been put to considerable expense. The roofs blew off several times, and they put them on, besides they had to concrete the cellars. The cellars were flooded for nearly two years from water running in from the sewer-pipe. They built up the back area steps, put in a few latrobe stoves in two or three of the houses, and marble mantles in two or three of them, but I have no definite

knowledge as to what amount they have expended since they became the purchasers of them.

Q. When did you first learn that the plaintiff in this suit claimed an interest in the two notes that were secured by the deed of trust?

A. I first learned of it through Col. Totten, better than a year ago, nearly two years ago, long before this suit was brought, but long after the loan transaction was closed up.

Q. What year do you think it was?

142 A. I think Col. Totten called my attention to it some time in the year 1875 for the first time, at which time Col. Totten informed me that Eldridge, the complainant, held those two outstanding notes, which I had supposed were owned by Aistrop and Dudley.

Q. From the time these houses were commenced until they were sold out, under the deeds of trust given by Mayhew, Mayhew was in possession of the property, was he not?

A. He was.

Q. Was work going on on these houses during that time until they were sold out?

A. I think work suspended about February, 1873.

Q. After they were purchased by you in April, 1873, until they were sold under the deeds of trust given by you, were you in possession, and work going on in the houses?

A. Yes; after I purchased them I put a large force of workmen there, carpenters and plasterers, and I finished them up as near as I could in a short time. The cellars were flooded from the sewer, and they could not be put in a tenantable condition. The water was from three to five feet deep there. I had work going on on them till along in the fall, September or October, 1873; but the bulk of the work

143 was done in the months of May and June, in which months I had them all lathed and plastered, the doors hung and the windows in, latrobes, ranges, bells, and speaking-tubes all put in, and marble mantles, &c.

Q. The sale to the company, under the deeds of trust given by you, was in the spring of 1874, by Gatchell and Burr, on February 4th, 1874, was it not?

A. Yes, sir; February 4th, 1874.

Q. Did the sale of the others to the company take place about that time?

A. The following day the company foreclosed its deeds of trust on three of the other houses.

Q. The company have been in possession since that time, have they?

A. They have, so far as I know.

Q. Did you not state that Aistrop and Dudley represented themselves as the owners of the note about that time?

(Counsel for the complainant objects to the above question.)

A. Yes, they did.

Q. Did you have any doubt of it at that time?

A. No, I had no doubt of it, but it was a matter which I explained in my examination-in-chief. The trustee in the deed of trust

144 securing these notes was Ward, who sustained this peculiar relation to the transaction of furnishing the abstract on which the loan was made. Inasmuch as the furnishing of that abstract involved the release of this property, and the propriety of such release, I never gave myself much concern. This particular release, it never occurred to me that it was not all done perfectly right and proper.

Q. You had no suspicion of anything wrong about it?

A. No, sir; in the other deeds of trust, where other parties were trustees, I personally supervised the releases that were made, having particular reference to the Blackfan release, and to other liens upon the property.

Redirect by Mr. TOTTEN:

Q. Did you make a good many loans for this Conn. Gen'l Life Ins. Co. during your management of its business here?

A. Yes; quite a number.

Q. Well, during the period from 1869 or 1870 until 1873 was there not a great deal of money loaned here by various companies, located in Hartford, Connecticut?

(Counsel for defendants objects to this questions.)

A. It is my observation that there was a great deal of money
145 loaned here by various insurance companies located in Hartford.

Q. What was the custom in placing these loans in the District of Columbia in regard to the payment of the broker's commission or the agent's percentage?

(Mr. Bond, counsel for defendants, objects to this question.)

A. The custom was that the borrower should pay all the expenses.

Q. It was always expected and always insisted upon that the insurance company should be put to no expense whatever about the loan, was it not?

A. That was the negotiation so far as any that I made, and I made them for three different companies.

Q. Then, in making these loans for this insurance company you acted in a twofold capacity, did you not? In the first place you were charged with the duty of protecting the interests of the insurance company as your primary duty, and in the second place you were performing a subordinate duty as the agent of the borrower?

(Objected to as leading, and because the witness states that he was not the agent of the company when he made the loan in question.)

A. It would be pretty difficult to single out the various acts of
146 the negotiation for a very large sum of money and to specify in which of these acts I acted as the exclusive agent of Mayhew or the exclusive agent of the company. I undoubtedly endeavored to see that the company had a first lien on the property, and in all my acts looking to that end I regarded myself as much the agent of the company as of Mayhew. My position might be said to be that of a solicitor, but the drawing of the draft for the advance of the money where I signed as agent I drew as the agent of Mayhew; but in the distribution of money, and seeing that it was properly applied to paying off liens on the property, I acted more as the agent for the company, as its interests were perhaps paramount to Mayhew's. As to the agency for carrying on the business proper of the company, it had no relation or connection whatever with loaning the money. I never was paid anything by the company for negotiating loans, but I was paid for transacting its other business. My services for loaning the money were paid for by the borrower; that was the bargain made by the company at the time the loan was negotiated.

Q. Did you receive any instructions in regard to the character of the loan and security therefor from the company?

A. I took a photograph of the unfinished buildings to Hartford
147 when I applied for the loan for Mayhew to explain to them the location of the property, and also that the houses were unfinished,

and it was understood that before the loan would be accepted satisfactory evidence should be produced that the houses, when properly finished according to the plans which I had there, would be worth $8,000.00 apiece. I had several very prominent men in the city of Washington, disinterested, examine the houses and lots, and their appraisement of the property, when finished in accordance with the plans and specifications, was a little over $8,000.00 on an average. Then Mayhew gave a bond of $10,000.00, with two sureties, an indemnity bond, that he would complete the houses according to the plans and specifications. Also, it was agreed that a certain amount of this money should be retained until the houses were further advanced, but it turned out that there was more incumbrance on the property than was supposed, and we had less money to apply towards the completion of the houses than was expected.

Q. In the placing of these loans for this insurance company, did they always require that they should have the abstract made by William H. Ward, one of the defendants here?

148 (Mr. Bond objects to this question on the ground that he, witness, never stated he ever placed any loans for this insurance company or for any other insurance company.)

A. The fact in this case is that I had recommended, with others, William R. Woodward in the first instance, and he was selected, but at the time we wanted a certain abstract made he was in New York and could not attend to the business, and I thereupon recommended Mr. Ward, and he was also recommended by Mr. Woodward, as I understood from the officers of the company, and upon such recommendation he was employed to do this business, or rather selected, and my recollection is that he made the abstract in every instance where this company made a loan, or either of the others that I had any hand in the making of loans.

Q. Ward actually made the abstract upon which this loan was made, did he?

A. He did.

Q. Have you got that abstract?

A. No; I suppose it is in Hartford, Conn.; I sent it there.

149 Recross by Mr. BOND:

Q. Up to the time you applied to this company for this loan on behalf of Mr. Mayhew, had you any connection with the company?

A. I had none whatever. This was my first introduction to the company.

Q. Subsequently and about the last of November or first of December, you became the agent of this company to solicit life insurances?

A. That is a fact. I will say, however, that it was always desirable by the company in making the loans here for the borrower to furnish a certain amount of insurance on good risks, and I believe it was done in every instance. I recall that in the instance of Mayhew's borrowing the money that he furnished forty odd thousand dollars life insurance for this company, and that although I was not the agent by any written contract, still these policies were issued in my name as the agent of of this company. I was not paid by this company so far as these policies were concerned.

Q. That was after you made the application for the loan?

150 A. Yes, sir. I ought to state that in the policies of this company the name of the agent does not appear, but in the receipt which accompanies the policies, and also the receipt which acknowledges

the payment of the premiums. The policy is not countersigned by the agent.

By Mr. TOTTEN:

Q. What was the amount of the first premium received by the company on that $40,000 life insurance?

A. $1,100 or $1,200.

Q. Was it taken out of the loan?

A. This insurance, to a considerable extent, was placed upon the lives of the creditors to Mayhew, and to the amount of the premiums. Mayhew in this manner paid his obligations, and the money was turned over by Mayhew to me as the premiums of the policies. This was not the case in all the policies. It was not taken out of the loan by the company, it was paid the same as the other insurance.

The witness having read over his deposition after the same had been reduced to writing, and in further answer to the cross-question, "Were you informed by Van Riswick that two of the notes secured by the
151 deed of trust were sold to Aistrop and Dudley?" says: That while he was informed by Aistrop and Dudley that they were the owners of the two notes referred to, they did not represent that they had present possession of them, but informed witness where they were, and he thinks they designated Col. Totten as the party who had the custody of them, as their attorney, subject, however, to the order of Aistrop and Dudley.

J. G. BIGELOW.

Mr. J. G. BIGELOW, having been recalled this 28th day of February, 1877, for the purpose of further cross-examination on the part of the counsel of the Connecticut General Life Insurance Company, deposes and says as follows in answer to questions put by Mr. S. R. BOND:

Q. You having made an addition to your former testimony after it was taken, I wish to ask you at what progress of the transaction in relation to the Mayhew loan was it that Aistrop and Dudley made the statement to you that the notes of which they were the owners
152 were in Col. Totten's custody—whether it was before or after the execution of the deed of release?

A. In the first place, I do not say for a fact that either Aistrop or Dudley represented these notes to have been in the hands of Col. Totten. My recollection is distinct only to the fact that they represented that somebody had the immediate possession of them; and it is my impression now that that third party was Col. Totten. This representation was made to me on the corner of Louisiana avenue and Seventh street, by, I think, Mr. Dudley; at all events, by one or the other, Dudley or Aistrop, a day or two before the release in question was made. This representation was made upon my inquiry as to where the two notes in question were. I think I wanted to see them, and they (Aistrop and Dudley) left the impression upon my mind that they had not the immediate or present possession of the notes, but that Col. Totten or somebody else had them in custody, but subject to their control.

Q. Upon the release being executed and delivered to you, did
153 you believe or suppose that the notes had been produced to the trustee in the release?

A. In my examination-in-chief I stated that because of the peculiar relation Ward sustained to the transaction, I did not attempt to exercise any supervision over his acts, and I took it for granted, upon the release being presented to me, that it had been properly made, and

it did not occur to me that it was otherwise at that time. The release, as I recollect it, was obtained by Mr. Dudley, who said to me, at the time referred to at the corner of Louisiana avenue and Seventh street, that he would make it all right with Mr. Ward, the trustee.

Q. You had no reason to suppose that they (the notes) had not been properly produced?

A. I had not.

Q. In your former cross-examination you were asked the question: "Did you not state that Aistrop and Dudley represented themselves as the owners of the note about that time?" You said, "Yes, they did." There is no time therein mentioned. Please state what time you meant.

A. The time referred to in the question and answer is about
154 the first of October, 1872, the exact day being a day or two prior to the execution of the deed of release in question.

Redirect by Col. TOTTEN:

Q. At the time of the conversation between you and Dudley, or Aistrop, whichever it may have been, on the corner of Louisiana avenue and Seventh street, did you ask for a sight of the promissory notes?

A. My inquiry was with the view to seeing the notes if they had them.

Q. Did Dudley leave the impression upon your mind that the notes had been given to me or to some one else, as collateral security or otherwise, or that there was some claim against the notes on behalf of the holder of them?

(Objected to by Mr. Bond, as asking the opinion of the witness, instead of asking what was said.)

A. My recollection is that upon Dudley's representation to me that he had not the present possession of the notes, that I made further inquiry as to whether the party who did have them had any claim in any way upon them, and while I cannot give the exact language Dudley used in reply to my inquiry, I can only give the impression which he left
155 upon my mind at that time. That impression was that the party who held the notes held them subject to his order, and that if he (the holder) had any claim at all, he (Dudley) could satisfy it, and that he would do so, and made the remark, "I will make it all right with Ward," the trustee. It was that remark, perhaps, that led me to suspect that the party who held the notes might have had some claim upon them.

J. G. BIGELOW.

Subscribed and sworn to before me this 7th day February, 1877.

FRANK T. BROWNING,
Ex. in Chancery.

156 Mr. GEORGE F. SCHAYER, being recalled for cross-examination by Mr. Bond, having been previously sworn, upon the examination of Mr. Bond testifies as follows:

By Mr. BOND:

Q. Mr. Schayer, in your testimony-in-chief you say that the acknowledgement to the deed of release, exhibit of pl'ff No. 6, was taken in your office and witnessed by you. You mean that the deed was witnessed by you, not the acknowledgment?

A. The deed of release was witnessed by me.

Q. When that was shown to you in your examination-in-chief the signature to the acknowledgment was not on the release, was it?

A. No, sir.

Q. And then when you state the name "S. Wolf" is in your handwriting, you mean in the upper part of it where it says, "I, S. Wolf, recorder of deeds"?

A. Yes.

Q. You don't know who signed that acknowledgment, do you?

A. No, not in this case.

157 Q. Might it not have happened that the deed of release was over there for acknowledgment when Mr. Wolf should see it, and you filled it up ready for his acknowledgment when he should come in?

A. That might happen; once or twice it did happen that I filled in, to my recollection.

Q. Is not Mr. Ward in the office of the recorder of deeds nearly every day?

A. Nearly every day; he stays almost the whole time of office hours during the day.

Q. Has the signature to the certificate of acknowledgment ever been shown to you, to your recollection?

A. It has not; my signature is there as witness to its release; that is all I know of this transaction.

Redirect by Mr. TOTTEN:

Q. Mr. Schayer, the portion of the certificate of acknowledgment which is remaining on that release is in your handwriting, is it not, except those portions that are printed?

A. Not all; the words "S. Wolf, recorder of deeds," only.

158 Q. Do you know what became of the remainder of that certificate of acknowledgment?

A. I have not the slightest idea.

Q. What does the fact that those words are in your handwriting indicate to your mind; that you signed the certificate of acknowledgment or that you did not?

A. It shows that the acknowledgment has been taken in the office, but as to whether I signed it or Mr. Wolf signed it, I could not tell.

Q. What does that fact indicate; that you signed it or that Wolf signed it?

A. It does not give any clue at all.

Q. It was customary in your office for you to sign the certificate of acknowledgment in such cases, was it not, for a long time?

A. It was not customary; acknowledgments have been very rarely taken either by Mr. Wolf or me; only in a few cases, and then only by those examiners that are in the office, or a few other people; but very few acknowledgments have been taken.

Mr. BOND. And when they were taken they were gener-

159 ally taken before Mr. Wolf, were they not?

A. That I could not tell; if he was there he performed the duty.

Mr. TOTTEN. If he was not there you did?

A. Yes, I did; or prepared it for him if he was out temporarily.

Mr. BOND. You say it was exceptional cases in which you did?

A. As far as I remember there have been only a few, perhaps six, ten or eleven cases of acknowledgment taken at the office, and for three or four years no acknowledgment has been taken at all.

GEO. F. SCHAYER.

Sworn and subscribed to before me this 7th day of February, 1877.

FRANK T. BROWNING,
Ex'r in Chancery.

160 (Indorsed:) Equity, No. 4561. Eldridge vs. Coburn. Depositions taken in behalf of complainant.
Filed March 15, 1877.

R. J. MEIGS.

1877, May 2. Published.
Test:

R. J. MEIGS, *Clerk*,
By R. J. MEIGS, JR., *Ass't Clk.*

161 In the supreme court of the District of Columbia, the 8th day of April, 1877.

CHARLES A. ELDRIDGE
vs.
GEORGE B. COBURN ET AL. } No. 4561. Eq. doc.

The President of the United States to George G. Sill, esq., at Hartford, Connecticut, greeting:

Know ye, that in confidence of your prudence and fidelity, you have been appointed, and by these presents you are invested with power and authority to examine Edward Parsons as a witness for the defendant in the above-entitled cause, upon the interrogatories annexed to this commission; and, therefore, you are hereby commanded, at a certain day and place, or certain days and places, to be appointed by you, to cause said witness to come before you and then and there examine him, on oath or affirmation, upon the said interrogatories, and reduce his testimony into writing, to be signed by said witness; and
162 having so done, annex the same to this writ, closed up under your seals, and make return thereof into said court with all convenient speed.

Witness, D. K. Cartter, chief justice.
[SEAL SUP. C'T D. C.]

R. J. MEIGS,
By R. J. MEIGS, JR.,
Ass't Clerk.

163 In the supreme court of the District of Columbia.

CHARLES A. ELDRIDGE
vs.
GEORGE B. COBURN ET AL. } Eq. No. 4561.

Filed Ap'l 7, 1877.

It is hereby stipulated and agreed that a commission may issue, without further notice or application to the court, to George G. Sill, esq., a notary public of Hartford, in the State of Connecticut, to take and return, upon the interrogatories and cross-interrogatories hereunto annexed, the deposition of Edward W. Parsons, of said Hartford, to be used and read in evidence upon the hearing of this cause on the part and behalf of the defendant, the Connecticut General Life Insurance Company, subject to all legal objections as to the competency or admissability of the testimony so to be taken.

ENOCH TOTTEN,
For Compl't.
HANNA & JOHNSTON,
For Arl. Fire Ins. Co.
JOHN J. JOHNSON,
For Def'd't Ward.

(No cross-interrogatories on behalf of Ward.)

JNO. C. FAY,
Sol. for Coburn.

(No cross-interrogatories.)

165 In the supreme court of the District of Columbia.

CHARLES A. ELDRIDGE
vs.
GEORGE B. COBURN ET ALS. } Equity. No. 4561.

Interrogatories to be exhibited to and answered by Edward W. Parsons, of the city of Hartford, in the State of Connecticut, a witness to be produced, sworn, and examined on the part and behalf of the defendant, the Connecticut General Life Insurance Company, by George G. Sill, esq., a notary public of said city of Hartford.

First interrogatory. What is your name, age, occupation and place of residence, and how long have you been a resident of such place?

Second interrogatory. Were you formerly president of the Connecticut General Life Insurance Company, one of the defendants, and, if yea, during what period?

Third interrogatory. Are you acquainted with the plaintiff,
166 Charles A. Eldridge, or with the defendants, George B. Coburn, William H. Ward, Edward P. Aistrop, Henry H. Dudley, Joseph H. Blackfan, John C. Ten Eyck, and Joseph F. Burr, or any and which of them, and how long have you known them, or any and which of them?

Fourth interrogatory. State, if you know, whether a loan was made by the said defendant company to Edwin E. Mayhew, of Washington, D. C., and if yea, when, of what amount, upon what security, how much was paid thereon, and the facts and circumstances attending the transaction, and who acted for the company in making said loan.

Fifth interrogatory. If you say, in answer to the last above interrogatory, that you acted for said company in making said loan, state whether the loan was made and the money paid in good faith on your part, and in the belief that said Mayhew had good right to give and did give to said company a first deed of trust and lien upon said property as security.

167 Sixth interrogatory. State whether you received any evidence or certificate that the security given to said company for said loan was a first lien on said property, and, if yea, state when you received the same, and attach it hereto as an exhibit.

Seventh interrogatory. State whether, previous to the time of the payment of the money on said loan or down to or at that time, you or any other officer or agent of said company, so far as you know or believe, had any knowledge, notice, or suspicion that the release given by William H. Ward to George B. Coburn referred to in section 8 of complainant's bill of complaint in this cause was improperly or fraudulently, or unlawfully executed or delivered. Attach a certified copy of said release hereto as an exhibit, and state whether you have ever seen the original or had it in your possession.

Eighth interrogatory. State whether, previous to or at the time of the payment of the money on said loan by the company, you or
168 any other officer or agent of the company, so far as you know or believe, had any knowledge, notice, or suspicion that the plaintiff in this suit had any interest in said property, or in any notes secured by any deed of trust thereon, or which had been secured by any such deed of trust thereon; and when did you first learn that the plaintiff claimed to have such an interest?

Ninth interrogatory. State whether the said company had any agent

in Washington, D. C., at the time said loan was applied for and made and the money was paid thereon, and, if yea, who such agent was.

Tenth interrogatory. State when Jonathan G. Bigelow became the agent of said company, if he did so become, and how and for what purpose he was appointed.

Eleventh interrogatory. State whether at the time of said loan or the payment of the money, or in connection with the transaction, William H. Ward was the agent, attorney, or solicitor of said company,
169 and, if yea, state when, how, and for what purpose he was appointed or employed. State the facts and circumstances in regard to the certificate of title made by him, if you say one was so made.

Twelfth interrogatory. State whether said loan, or any and what part of it, was repaid by said Mayhew, and what measures, if any, were taken by the company for any default in its payment; and whether any subsequent loan was made by the company on said property, and, if yea, to whom, when, and to what amount.

Thirteenth interrogatory. State whether said property or any portion of it has since been sold, prior to this suit, and been purchased by said company; and, if yea, state whether, previous to or at the time of such purchase, you or any other officer or agent of said company, so far as you know or believe, had any knowledge, notice, or suspicion that the plaintiff had or claimed to have any interest in said property, or in any notes secured or which had been secured by any deed of trust thereon, or that said release from William H. Ward to George B. Coburn was given fraudulently or improperly, or to the injury of the rights
170 of the plaintiff or of any one else.

Fourteenth interrogatory. If you say, in answer to the last above interrogatory, that the said company purchased any of said property prior to this suit, then state whether said company has been in possession of said property since the time of such purchase, and whether it has expended any money thereon, and, if yea, how much and for what purpose or purposes.

Lastly. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

S. R. BOND,
Solicitor for the Defendant, the Conn. Gen'l Life Ins. Co.

171 Cross interrogatories to be put to Edward W. Parsons on the above examination.

1. Was it not a condition on which the negotiations for the loan to Mayhew proceeded that Wm. H. Ward, esq., should make the examination and certify that the title to the property offered as security was good in Mayhew?

2. If J. G. Bigelow was not the agent of the Conn. Gen'l Life Ins. Co. at the time this Mayhew loan was made, and attending to that business for said company, who was such agent?

3. Was not all the money advanced to Mayhew in this loan upon the drafts of J. G. Bigelow signed by him as "agent"?

4. If this money was so paid, attach the original drafts so drawn by Bigelow, or produce them before the commissioner and ask him to make copies and certify them to be such, and attach them to your deposition. Have you done this, and if not, why not?

5. If you say that Wm. H. Ward furnished to you an abstract or abstracts of the record title to this Mayhew property for or to the com-
172 pany, produce the same, and have it or them marked by the commissioner, and attach to your deposition; state also whether or not you have done this; and if not, state why you have not.

ENOCH TOTTEN,
Atty for Complainant.

No. 4561. Eq. doc. 15. Eldridge vs. Coburn et al. Interrogations and cross-interrogations, with stipulation as to issuance of commission. Filed April 7th, 1877. R. J. Meigs.

173 In the supreme court of the District of Columbia.

CHARLES A. ELDRIDGE
vs.
GEORGE B. COBURN ET AL. } Equity No. 4561.

The deposition of EDWARD W. PARSONS, a witness in the above entitled cause on the part and behalf of the defendant, The Conn. Gen'l Life Ins. Co., taken at the city of Hartford, in the State of Connecticut, on the 23d day of April, 1877, in pursuance of the annexed commission, upon the interrogatories and cross-interrogatories hereto attached.

The said witness having first been duly sworn, did depose and say as follows:

First interrogatory. What is your name, age, occupation, and place of residence, and how long have you been a resident of such place?

Answer to the 1st interrogatory. Edward W. Parsons; I am sixty years old, and now have charge of the property of different estates; I reside in Hartford, Conn., where I have lived over 40 years.

Second interrogatory. Were you formerly president of the
174 Conn. Gen'l Life Ins. Co., one of the defendants, and if yea, during what period?

Answer to the second interrogatory. I was the president of the Conn. Gen'l Life Ins. Co. from its organization in 1865 until May, 1876.

Third interrogatory. Are you acquainted with the plaintiff, Charles A. Eldridge, or with the defendants, George B. Coburn, Wm. H. Ward, Edward P. Aistrop, Harry H. Dudley, Joseph H. Blackfan, John C. Ten Eyck, and Joseph F. Burr, or any and which of them, and how long have you known them, or any and which of them?

Answer to the 3rd interrogatory. I am not acquainted with Charles A. Eldridge, and never saw him. I think I was once introduced to George B. Coburn when in Washington, but have had no further acquaintance and no business with him. I once met Wm. H. Ward to learn about the title of some property on Defrees street, Washington, in 1874, I think, but have had no further acquaintance with him. I have no acquaintance with any of the other defendants named.

Fourth interrogatory. State if you know whether a loan was
175 made by the said defendant company to Edwin E. Mayhew, of Washington, D. C., and if yea, when, of what amount, upon what security, how much was paid thereon, and the facts and circumstances attending the transaction, and who acted for the company in making said loan.

Answer to the 4th interrogatory. The Connecticut Gen'l Life Ins. Co. made a loan of $32,000 to Edwin E. Mayhew, of Washington, secured by

deeds of trust upon lots 50, 59, 60, 61, 62, 63, 64, and 65, in Mayhew's subdivision of original lots 1, 2, 3, 4, and 20, in square 204, in that city. He gave the company for this loan his eight promissory notes for $4,000 each, dated Oct. 1st, 1872, payable to the order of the company five years after date, with interest thereon at the rate of ten per cent. per annum, payable semi-annually, and he and his wife executed and delivered to the company, to secure said notes, eight deeds of trust, running to myself and Robert E. Day, as trustees, being one on each of said lots, which were duly recorded in the Washington land records, Oct. 11, 1872. I attach hereto one of said deeds on lot 61, as an exhibit, marked E. W. P., No. 1. The other seven are identical with this, except each
176 deed covers a different one of said lots. The company paid the full amount of said loan in cash. I had the sole charge of making this loan for the company.

The Conn. Gen'l Life Ins. Co. was induced to make the loan in this way: Mayhew, through J. G. Bigelow, as his agent, made a written application to the Orient Fire Ins. Co., of Hartford, for a loan of the same amount and on the same security, and Bigelow came to Hartford Sept. 23d or 24, 1872, and saw Mr. C. T. Webster, the president of that company, about obtaining it from that company, bringing with him a photographic view the then condition of the houses, Mayhew's written application and proposals for the loan, and an appraisal of the property by two or more parties, but no written abstract of the title. Mr. Webster was also a directer of the Conn. Gen'l Life Ins. Co. The same day Mr. Webster inquired of me if the Conn. General Life Ins. Co. had any money to loan, and on my informing him we had or could soon furnish the money on good security, he informed me of Mayhew's application; that Bigelow was in Hartford to obtain the money for him of the Orient, but that company could not then accommodate him, and he would bring
177 Bigelow to my office and introduce him to me, which he did that day. Bigelow brought the papers referred to with him and showed them to me, and said, inasmuch as the Orient could not furnish the money, he would like to get the loan of the Conn. Gen'l Life Ins. Co. for Mayhew.

He had a brief interview with me, and informed me that $18,000 of the amount would be wanted at the time the deeds of trust should be given, and Mayhew could and would give a perfect title, free of all incumbrances, to the company of the said lots offered as security for the loan, and would furnish an abstract free of expense to the company showing the company would get such title, but no person was agreed upon to make it. He left the papers and photographic views which I have spoken of with me, but I have searched the office and cannot now find them, because they are lost or mislaid. He said he was informed of the true state of the title of these lots, and then had at home or had seen an abstract of the title to them, brought down to Aug., 1871. And all the releases and deeds to give the company a first lien on all the lots would be placed in Moses Kelly's hands for delivery at the time the first payment on account of the loan was made. He assured me Mayhew was a
178 good party to loan to, the security offered ample, well situated, and otherwise desirable. Moses Kelly was cashier of National Metropolitan Bank, and a careful man, and completing the transaction by depositing the deeds with him and sending him the money to be paid on delivery of the deeds would make it a safe transaction for the company. He said Mayhew would give a bond, with satisfactory securities, to complete the houses in 90 days. I learned at this interview from Bigelow that he acted as an agent for some company to procure life insurance.

The company did not agree to do anything about the loan then, and Bigelow left Hartford that day, if I recollect right. That day or the next Mr. Webster saw me further in reference to the loan. Webster said the Orient had made some loans in Washington to parties applying through Bigelow. He had been there and examined them and Washington in reference to the desirableness of making loans there for the Orient, and was favorable to making loans there, and thought Mayhew's representations through Bigelow could be relied on. The matter of obtaining some life insurance in connection with the transaction was also considered, and the requirements by the company of Mayhew and
179 mode of making the loan, if a loan was made, was considered.

Mr. Webster subsequently informed me he wrote to Bigelow after this interview about furnishing some life insurance to the company free of commissions if the loan was made, and what the company would require of Mayhew.

Mr. Webster, within a day or two, delivered to me two of Bigelow's letters to him, dated Sept. 26 and 27, 1872, which were placed in the company's files as a part of the transaction, and I attach them hereto, marked Exhibit E. W. P., Nos. 2 and 3. I then had no other knowledge of Bigelow, Mayhew, or the property than I have here stated. An application on the company's blank form, to be filled up and made direct to the company by Mayhew, was sent him, and executed and received by me Oct. 4, 1872, and I attach it hereto as an exhibit, marked E. W. P., No 4.

On Sept. 28, 1872, after receiving Bigelow's letters of Sept. 26 and 27, addressed to Mr. Webster, I first informed Bigelow, by letter, that on Mr. Webster's representations the company had agreed to make the loan of $32,000, and stated the terms and conditions to be complied with. I attach a duplicate letter-press copy hereto, marked Exhibit E. W. P., No. 5.

180 Bigelow wrote to the company on Oct. 1, 1872, in reply to mine of the 28th of Sept., that Mayhew was ready to comply with the company's requirements; and another letter of his, dated Oct. 3d, 1872, informed me that the notes and deeds and other papers were ready to complete the loan, except the bond for completion of the houses in 90 days, which was to be completed on further information from the company being received. I attach both of said letters hereto, marked Exhibits E. W. P., No. 6 and 7.

I understood Mayhew was in possession of the property and completing the houses, but I decided on the 4th of October to advance only $18,000 even with the bond which was given, and to retain the balance to be advanced as the work progressed on the houses. I attach hereto, as an exhibit, Bigelow's letter, dated Oct. 5, 1872, saying that would be satisfactory, and he should draw at sight, through the National Metropolitan Bank, for the $18,000 on the 7th of Oct., and when paid all the deeds would be passed and recorded, and other papers sent to the company. This is marked E. W. P., No. 8. It was not contemplated in the beginning of the negotiation that all the loan should be ad-
181 vanced at once unless convenient for the company to do so.

Oct. 9, 1872, I received the eight notes dated Oct. 1, 1872, and signed by Mayhew, for the loan, and eight insurance policies for builder's risk on the houses, sent on the 7th of Oct., and Mayhew's bond for completion of the houses, sent on the 8th; and on the same day, the 9th, a draft came to Hartford, through the National Metropolitan Bank, dated Oct. 7, and drawn on the company in favor of E. E. Mayhew, for $18,000, by J. G. Bigelow, as Mayhew's agent in the matter of this loan,

as I then understood it, and endorsed by Mayhew, which was presented to and paid by the company. I attach hereto a copy of the draft, certified by the commissioner as a true copy, and marked Exhibit E. W. P., No. 9.

On the 12th day of Oct., 1872, I received in a letter from Bigelow the receipt of the recorder of deeds, showing that the eight deeds of trust had been left for record, and statement in letter accompanying it that the reason Ward's abstract of title was not sont was that because Ward was absent it was impossible to send it, but it would soon be sent, and the first lien was in the company. I attach the letter, marked Exhibit E. W. P., No. 10.

On the 5 of Oct. I received Wm. H. Ward's certificate of
182 title, which I attach hereto, marked Exhibit E. W. P., No. 11.

I attach hereto copies of five other drafts, with the endorsements thereon, all drawn on the company, and payable at sight to the order of E. E. Mayhew, and signed by J. G. Bigelow, agent, endorsed by Mayhew, and collected through the National Metropolitan Bank; one dated Oct. 14, 1872, for $2,000; one dated Oct. 24, 1872, for $2,000; one dated Oct 31, 1872, for $6,000; one dated Nov. 11, 1872, for $1,500, and one dated Nov. 18, 1872, for $2,500, and stated to be for balance of loan, making the full $32,000 to be furnished. Each of these were paid by the company and are certified to be true copies by the commissioner, and are respectively marked Exhibits E. W. P., Nos. 12, 13, 14, 15, and 16. Each of these drafts was paid on presentation, and with the understanding, by myself and the company, that they were drawn by Bigelow as Mayhew's agent, and at Mayhew's request.

Subsequently, I cannot give the exact date, I was in his office, 628 F st., Washington, and saw some draft or other paper there signed in the same way relating to some loan of the Conn. Gen'l Life Ins. Co., and

I asked him why he signed that and his other drafts on us that
183 way, and told him I wanted to know who he claimed to be agent for, and objected to that manner, if he claimed to be agent for the company; and he replied that he invariably made the drafts for parties procuring loans through him in that way, and in all such cases he considered himself the agent of the borrower and not of the lender, or words to that effect, and this confirmed my previous understanding of his authority to so make the drafts.

Fifth interrogatory. If you say in answer to the last above interrogatory that you acted for said company in making said loan, state whether the loan was made and the money paid in good faith on your part, and in the belief that the said Mayhew had good right to give and did give to said company a first deed of trust and lien upon said property as security.

Answer to the fifth interrogatory: The said loan was made and the money paid in perfect good faith by the company and myself, in the full belief that Mayhew had good right to give and did give to the trustees, Parsons and Day, deeds of trust, which were a first lien upon said lots as security. I did not make the loan with any suspicion or

understanding the company was not to obtain or did not obtain
184 a perfect title to the security as a first and only lien on the said lots as soon as the first draft was paid. The loan could not have been obtained on any other condition or understanding. Every statement and representation to me was to the effect the company were to receive an unincumbered title in the outset, and did receive it. Bigelow reiterated to the company before and after the first draft that Mayhew would and had given to the company the first lien on the said lots.

Sixth interrogatory. State whether you received any evidence or certificate that the security given to the said company for said loan was a first lien on said property; and, if yea, state when you received the same and attach it hereto as an exhibit.

Answer to the 6th interrogatory: The company received on the 15th day of Oct., 1872, Wm. H. Ward's certificate that he had examined the *the* title of Edwin E. Mayhew to the lots in question, and reported the same to be a good title; that the eight deeds of trust by Mayhew to Robert E. Day and myself, dated Oct. 1, 1872, to secure this loan, were filed for record on the 11 of Oct., 1872, and were the
185 first incumbrances upon the property. This certificate is dated Oct. 14, 1872, and I have attached it hereto, marked Exhibit E. W. P., No. 11. When Bigelow purchased under the Mayhew trusts he wanted the certificate of title of the lots continued, and at his request I sent him a certified copy of the original certificate, and Bigelow had it continued for his own use by Wm. H. Ward, and I annexed said continued certificate hereto, marked Exhibit E. W. P., No. 11 (a). This I afterwards obtained at Mr. Bigelow's office, in Washington, about January, 1874, before the company purchased the lots under Bigelow's trust deeds.

Seventh interrogatory. State whether previous to the time of the payment of the money on said loan or down to or at that time you or any other officer or agent of said company, so far as you know or believe, had any knowledge, notice, or suspicion that the release given by Wm. H. Ward to George B. Coburn, referred to in section 8 of complainant's bill of complaint in this cause, was improperly or fraudulently or unlawfully executed or delivered. Attach a certified copy of said release hereto as an exhibit, and state whether you have ever seen the
186 original or had it in your possession.

Answer to 7th interrogatory: Neither myself or any other officer or agent of the Conn. Gen'l Life Ins. Co., so far as I know or have any reason to believe, had any knowledge, notice, or suspicion previous to the time of the payment on said loan, or down to or at that time, that the release given by Wm. H. Ward to Geo. B. Coburn, referred to in this interrogatory, was improperly or fraudulently or unlawfully executed or delivered. No one connected with the company suspected or had any knowledge that any one questioned its validity until advised by the present bill and answers. I attach a certified copy of said release hereto as an exhibit, marked E. W. P., No. 17. Neither I or any officer of the company have ever seen the original deed, or had it in our possession.

Eight interrogatory. State whether previous to or at the time of the payment of the money on said loan by the company, you or any other officer or agent of the company, so far as you know or believe, had any knowledge, notice, or suspicion that the plaintiff in this suit had any interest in said property or in any notes secured by any deed of
187 trust thereon or which had been secured by any such deed of trust thereon, and when did you first learn that the plaintiff claimed to have such an interest?

Answer to 8th interrogatory. Prior to or at the time of the payment of all of said loan by the company, neither I nor, so far as I know or belive, did any other officer or agent of the company have any knowledge, notice, or suspicion that the plaintiff in this suit had any interest in said property, or in any notes secured by any deed of trust thereon, or which had ever been secured by any such deed of trust thereon. The first I or they ever learned of such claim was when advised by the

company's attorney, S. R. Bond, of the pendency of the present amended bill of the complainant during the last fall or winter.

Ninth interrogatory. State whether the said company had any agent in Washington, D. C., at the time said loan was applied for and made and the money was paid thereon; and, if yea, who such agent was.

Answer to ninth interrogatory. Said company did not have any agent in Washington at the time said loan was applied for and agreed
188 to be made, nor has it ever had any agent in Washington authorized to act for it respecting its loans except officers connected with the home office. This was the reason I suggested care in executing the papers to be left with Mr. Kelly in my letter of Sept. 28 attached hereto. It was to save getting further information and correcting any errors discovered when the papers were returned here and finally examined. I believe upon Mr. Webster's statements the company could rely upon Mayhew and representations made by Bigelow, and he was competent to attend to the matter as it should be, but never intended he or any other person in Washington should finally decide as the company's agent or attorney upon the validity of the title of the security to be given for the loan or the complete fulfillment of Mayhew's promises and representations. That was to be done when the papers were received here.

Tenth interrogatory. State when Jonathan G. Bigelow became the agent of said company, if he did so become, and how and for what purpose he was appointed.

Answer to 10th interrogatory. Bigelow became the regular insurance agent of the Conn. Gen'l Life Ins. Co. at Washington, Nov. 22, 1872, and the company there issued to him while here at Hartford a com-
189 mission to act as such agent, a copy of which, certified by the commissioner, I annex hereto, marked Exhibit E. W. P., No. 18. His authority was limited by the commission strictly to procuring life-insurance business for the company. A certain amount of life-insurance was to be furnished, as I have stated, if this loan was made, and was so furnished. At the time that arrangement was made nothing was said about Bigelow's becoming an agent of the company for any purpose, nor was it contemplated by me or the company, but afterwards when the applications forwarded by him for this insurance were accepted and the policies ready for delivery to the insured, he asked, in order to show the insured his authority to collect the premiums and deliver these policies, to be authorized to countersign the receipts for the premiums, and the company granted the request for that purpose only. He was so expeditious in obtaining those applications I asked him if he could act for the company to procure insurance early in October, but nothing further was said or done about accepting the agency until the commission was issued to him. His agency ceased in Jan'y, 1874, I think, or about that time.

Eleventh interrogatory. State whether at the time of said loan
190 or the payment of the money or in connection with the transaction, Wm. H. Ward was the agent, attorney, or solicitor of said company; and, if yea, state when, how, and for what purpose he was appointed or employed. State the facts and circumstances in regard to the certificate of title made by him, if you say one was so made.

Answer to the 11 interrogatory. Wm. H. Ward was never the agent, attorney, or solicitor of the Conn. Gen'l Life Ins. Co. The facts and circumstances in regard to the certificate of title made by him which has been attached hereto were simply these: Mr. Webster, the president of the Orient Insurance Company, had mentioned to me the name of W.

R. Woodward as a reliable examiner of titles and one who had furnished abstracts for the Orient, and I concluded that if Mayhew furnished a certificate from him I should accept it. I expected to have received Woodward's certificate from what Webster had told me, but had not agreed for any particular person to furnish an abstract. It turned out that Mr. Woodward was absent from Washington at that time, and Mr. Ward's certificate was sent instead; and having also heard of Mr. Ward's standing as an examiner of titles, I made no objection to receiving his certificate. I had nothing to do with getting Mr. Ward to
191 make the certificate, and had no contract or agreement with him in regard to the same, nor with his payment for making it, nor had I ever seen him or had any business with him when this loan was made. It was a requirement of the company in all cases that the borrower should furnish proof of his mortgage being the first incumbrance at his own expense; and the company, so far as I know, never has employed a person to obtain an abstract for it in making any loan. It acts upon those furnished by the borrower, and was to do so in this case. Any good abstract fully showing the state of the title would have been accepted if it showed the property unincumbered.

Twelfth interrogatory. State whether said loan, or any and what part of it was repaid by said Mayhew, and what measures, if any, were taken by the company for any default in its payment, and whether any subsequent loan was made by the company on said property, and if yea, to whom, when, and to what amount?

Answer to 12th interrogatory. No part of the loan to Mayhew or the interest on it was repaid by him, except the interest for some time was paid on the note secured by the deed of trust on lot 50. For de-
192 fault in the payment of the interest and taxes, lots 59, 60, 61, 62, 63, 64, and 65 were advertised for sale under the deeds of trust given by Mayhew to secure said loan, and were sold Ap'l 26, 1873. They were purchased at said sale by J. G. Bigelow for $4,500 each, to be paid in cash. The lots were conveyed to him by the trustees, by seven deeds dated May 1st, 1873, & recorded May 12, 1873. I attach hereto a certified copy of one of said deeds, the one on lot 62, marked Exhibit E. W. P., No. 19, and the others were like it with the exception that each covers a different lot. Bigelow then borrowed of the Conn. Gen'l Life Ins. Co. $28,000, and gave his seven notes to the company for $4,000 each, secured each by a deed of trust of himself and wife to Robert E. Day and E. W. Parsons, one on each of said lots. I attach one of said deeds of trust on lot 63, marked Exhibit E. W. P., No. 20, and the others are like it except the description of the lot. Bigelow was to go on and complete the houses, and entered into possession of them at once, and did work in completing the houses and remained in possession until their subsequent sale. The balance of the purchase price due the company he paid in cash, the commissions due the trus-
193 tees he has never paid to this time.

Thirteenth interrogatory. State whether said property or any portion of it has since been sold prior to this suit, and been purchased by said company, and, if yea, state whether previous to or at the time of said purchase, you or any other officer or agent of said company, so far as you know or believe, had any knowledge, notice, or suspicion, that the plaintiff had or claimed to have any interest in said property, or in any notes secured, or which had been secured by any deed of trust thereon, or that said release from William H. Ward to George B. Coburn was given fraudulently or improperly or to the injury of the rights of the plaintiff or any one else.

Answer to 13th interrogatory. Default was made in payment of interest and taxes as provided in the deeds of trust given by Bigelow, and for such default lots 59, 64, and 65 were advertised and sold on the 5th day of February, 1874, by the trustees, and at such sales the company became the purchaser at $4,750, $4,650, and $4,600, respectively, and a deed of conveyance was given by the trustees to the said
194 company therefor, dated Feb'y 5th, 1874, and recorded Feb. 6, 1874. Lots 60, 61, and 63 were advertised for sale under deeds of trust given by J. G. Bigelow and wife to Theodore F. Gatchel and C. C. Burr, and the sale under said deeds of trust took place on the 4th day of February, 1874. The said company purchased said lot 60 for $1,507.76; lot 61, $1,107.72; and lot 63, for $1,149, subject to this company's prior deeds of trust thereon, and paid said sums, and deeds of conveyance thereof were given by said Burr and Gatchell, as trustees, to the company, dated Feb. 5th and 12, 1874, respectively, which were recorded Feb. 13th, 1874, in liber 733, fol. 433 and 472, of the land records of the District of Columbia. I attach hereto certified copies of said deeds from Gatchell and Burr marked Exhibits E. W. P., No. 21 and 22. By a decree in equity in cause No. 3603, in the supreme court of the District of Columbia, wherein J. G. Bigelow was plaintiff and said company and others were defendants, said lots 59, 64, and 65 were sold by A. S. Worthington, S. R. Bond, and J. S. Edwards, trustees appointed by said court on the 15th day of October, 1874, at which sale they were purchased by said company for the following sums: Lots 59 for
195 $5,250, and lots 64 and 65, for $5,200 each, and after the ratification of said sale by the court, a deed of conveyance was given by said trustees to the company dated M'ch 8th, 1875, which was recorded March 11, 1875. I attach a certified copy of said deed, and marked Exhibit E. W. P., No. 23. Neither previous to nor at the time of said purchase by the company, did I or any agent or officer of the company, so far as I know or believe, have any knowledge, notice, or suspicion that the plaintiff had or claimed to have any interest in said property, or in any notes secured by or which had been secured by any deed of trust thereon, or that the release from Ward to Coburn, in question, was given improperly or fraudulently or to the injury or the rights of any person.

Fourteenth interrogatory. If you say in answer to the last above interrogatory that said company purchased any of said property prior to this suit, then state whether said company has been in possession of said property since the time of such purchase, and whether it has expended any money thereon; and if yea, how much, and for what purpose or purposes?

Answer to 14th interrogatory. Since the company purchased
196 the property as above stated, it has been in continuous possession of the same. The houses were unfinished when it purchased them. The roofs had blown off before the sale under the deeds of trust given by Bigelow, and the company had replaced them at its own expense; and some of the roofs of them have since blown off and been replaced by the company. The company completed the houses after its purchase, and has expended over $16,000 upon the houses on lots 59, 60, 61, 63, 64, and 65, in improvements and payments of taxes, insurance upon them. I have been in Washington since their purchase and have made inquiries as to the value of the property, and consider $5,500 as a fair market value of each house and lot. The company would be glad to sell them at that price, I believe.

Fifteenth interrogatory. Do you know or can you set forth any other

matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination or the matters in question in this cause; if yea, set forth the same fully and at large in your answer.

Answer to 15th interrogatory. I believe I do not.

197 Cross-interrogatories to be put to Edward W. Parsons on the above examination.

And in answer to said cross-interrogatories the said witness did say:

1st cross-interrogatory. Was it not a condition on which the negotiations for the loan to Mayhew proceeded that Wm. H. Ward, esq., should make the examination and certify that the title to the property offered as security was good in Mayhew?

Answer to 1st cross-interrogatory. No, it was not an absolute condition on which the loan proceeded that Wm. H. Ward should make the examination and certify the title was good in Mayhew. As I have stated, I expected to have received Woodward's abstract, but was ready to accept an abstract from any party reputed to be accurate in such business. The condition was that the company should have a first security upon the property. The details as to how that should be done and shown were not fully determined. I did not suspect that Mayhew or any one for him would act fraudulently in that respect; but considered it a
198 matter of ordinary precaution to have the certificate of some one who was accustomed to examine the records, and had informed Bigelow, Mayhew would be expected to furnish a certificate at his expense, showing the security of the company was a first lien, and Bigelow promised to have it done. I had been told that Mr. Ward and Mr. Woodward were such examiners, and though I did not specifically designate him or specially require his certificate, yet when I was informed Mayhew had employed him to make the examination and his certificate was sent I accepted it, as I should have Woodward's.

2nd cross-interrrogatory. If J. G. Bigelow was not the agent of the Conn. Gen. Life Ins. Co. at the time this Mayhew loan was made, and attending to that business for your company, who was such agent?

Answer to 2d cross-interrogatory. The company had no agent in Washington at the time the Mayhew loan was made. They had done no business there up to time, and as I have stated, its attention was first called to the subject of making loans there by Mr. Webster, then president of the Orient Ins. Co., of Hartford, which had made loans there when Bigelow came to Hartford. The Mayhew transaction led to other business there by the company subsequently.

199 3d cross-interrogatory. Was not all the money advanced to Mayhew in this loan upon the drafts of J. G. Bigelow signed by him as "agent"?

Answer to 3d cross interrogatory. The money was so advanced as I have stated.

4th cross-interrogatory. If this money was so paid, attach the original drafts so drawn by Bigelow, or produce them before the commission and ask him to make copies and certify them to be sent, and attach them to your deposition. Have you done this; and if not, why not?

Answer to 4th cross-interrogatory. I have attached certified copies of all the drafts upon my direct examination.

5th cross-interrogatory. If you say Wm. H. Ward furnished to you an abstract, or abstracts, of the record title to this Mayhew property for or to the company, produce the same, and have it or them marked

by the commission and attached to your deposition. State also whether or not you have done this; and if not, state why you have not.

200 Answer to 5th cross-interrogatory. I have attached the certificate of Wm. H. Ward, which was sent the company at the time of the loan, in answer to the 4th direct interrogatory.

EDWARD W. PARSONS.

STATE OF CONNECTICUT,
County of Hartford, ss:

I, George G. Sill, a notary public in and for the State and county aforesaid, do hereby certify that, in pursuance of the annexed commission to me addressed, the foregoing deposition of Edward W. Parsons was taken down and reduced to writing in the presence of and from the statements of the witness at the time and place named in the caption thereof, and the same was then and there read over to the said witness and by him subscribed in my presence, the said witness having been by me first duly sworn to testify the truth, the whole truth, and nothing but the truth touching the matters at issue in said cause.

I further certify that I am not of counsel for any of the parties to said cause, nor in any manner interested therein.

[NOTARIAL SEAL.] GEORGE G. SILL,
Notary Public.

Fee, $20, paid by def'd't, Conn. Gen'l Life-Ins. Co.

201 *Exhibit E. W. P. No. 1.*

Deed of trust.

This indenture made this first day of October, in the year of our Lord one thousand eight hundred and seventy-two, between Edwin E. Mayhew and Annie M. Mayhew, his wife, of the city of Washington, District of Columbia, of the first part, and Edward W. Parsons and Robert E. Day, both of the city and county of Hartford, in the State of Connecticut, of the second part:

Whereas the said Edwin E. Mayhew stands justly indebted unto the Connecticut Gen'l Life-Insurance Company, of said Hartford, in the sum of four thousand dollars ($4,000), lawful money, loaned and advanced to him by said company, and for which he has executed and delivered his certain promissory notes bearing even date herewith, whereby he promises to pay to the order of said company the said sum of four thousand dollars ($4,000) in five years from date thereof, with interest at the rate of ten per cent. per annum, payable semi-annually, principal and interest payable at the office of said company, in the city of Hartford aforesaid, and being desirous to secure the punctual

202 payment of said note when and as the same shall respectively become due and payable, with all interest and costs due and accruing thereon, do therefore execute these presents.

Now, therefore, this indenture witnesseth that said parties of the first part, for and in consideration of the premises and the sum of one dollar, in lawful money of the United States, to them in hand paid by the said parties of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, and conveyed, and do by these presents grant, bargain, sell, alien, enfeoff, release, and convey, unto the parties of the second part, their heirs and assigns, the

following-described real estate, situate in the city of Washington, District of Columbia, to wit: All that certain piece or parcel of ground know' and designated as lot numbered sixty-one (61) in E. E. Mayhew's recorded subdivision of original lots one (1), two (2), three (3), four (4), and twenty (20), in square numbered two hundred and (204), and more particularly defined by the following metes and bounds: Beginning for the same at a point on the west side of Fourteenth street, one hundred feet (100) north from U street; thence north, along said Fourteenth street, twenty (20) feet; thence west, at right angles
203 one hundred thirty-eight (138) feet and six (6) inches to an alley; thence south, along said alley, twenty (20) feet; thence east one hundred thirty-eight (138) feet and six (6) inches to said Fourteenth street, to the place of beginning, together with all the improvements, ways, easements, rights, privileges, appurtenances, and hereditaments to the same belonging or in anywise appertaining, and all the estate, right, title, interest, and claim whatsoever, either at law or in equity, of the said parties of the first part of, in, and to the said piece or parcel of land and premises.

To have and to hold said piece or parcel of land and premises, with the appurtenances, unto and to the use of the said parties of the second part, their heirs and assigns.

In and upon the trusts, nevertheless, hereinafter mentioned and declared, and none other, that is to say, in trust to permit the said Edwin E. Mayhew, his heirs or assigns, to use and occupy the said described premises, and the rents, issues, and profits thereof to take, have, and apply to and for his and their sole use and benefit until default be made in the payment of said promissory note or any installment of interest due thereon, or any proper cost, charge, commission, half com-
204 mission or expense in and about the same. And upon the full payment of all of said note and the interest thereon and all other proper costs, charges, commissions, half commissions, and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said Edwin E. Mayhew, his heirs or assigns, at his or their cost.

And upon this further trust, that upon default being made in the payment of the said promissory note or any installment of interest due thereon, or any proper cost, charge, commission, half commission, or expense in and about the same, then and at any time thereafter to sell the said piece or parcel of land and premises at public auction in front of the premises after at least fifteen days' notice of the time, place, and terms of sale by advertisement in some one or more of the newspapers printed and published in the said city of Washington, which said terms of sales shall be as follows, viz: the amount of indebtedness secured by this deed of trust unpaid with the expense of sale in cash, and the balance at six, twelve, and eighteen months, for which the notes of the purchaser bearing interest from the day of sale, and secured by a deed of trust on the property sold, shall be taken. A deposit of two hun-
205 dred dollars shall be required of the purchaser at the time of sale, and all conveyancing and revenue stamps shall be at the expense of the purchaser.

And upon this further trust, upon full compliance with the terms of sale to convey the property sold in fee simple to the purchaser or purchasers thereof, at his, her, or their cost and expense, without any liability to see to the application of the purchase money, and out of the proceeds of said sale or sales first to pay all proper costs, charges, and expenses, and to retain as compensation a commission of five per cent.

on the amount of said sale or sales; secondly, to pay whatever may then remain unpaid of the said note and the interest thereon, whether the same shall be due or not; and lastly, to pay the remainder, if any, to said Edwin E. Mayhew, his heirs, or assigns.

And the said Edwin E. Mayhew does hereby covenant with the said parties of the second part, their heirs and assigns, that all taxes upon the said land shall be duly paid, and that the building on said parcel of land shall be kept insured during the continuance of this trust in some good and responsible fire insurance company or companies, to the satisfaction of the parties of the second part, in the sum of four thou-
206 sand dollars, for the benefit of the debt hereinbefore described, and the policy or policies of insurance be assigned to the said parties of the second part as trustee under these presents; and further, that in case the said Edwin E. Mayhew, his heirs or assigns, shall fail to pay taxes or to keep said property so insured, then the taxes may be paid and the property be insured for the amount aforesaid by the legal holder of the note before mentioned, and the amount of taxes and premium paid shall be considered a part of the expense of said note secured hereby, in default of payment of which the said parties of the second part shall have power to sell said property hereby conveyed as aforesaid, and shall dispose of the proceeds of sale as hereinbefore provided.

And it is further agreed that if the property shall be advertised for sale under the provisions of the deed, and not sold, then the said trustee shall be entitled to one half the commission above provided, to be computed on the amount of the debt hereby secured.

In testimony whereof the said parties of the first part have hereunto set their hands and seals, on the day and year first hereinbefore written.

EDWIN E. MAYHEW. [L. S.]
ANNIE M. MAYHEW. [L. S.]

207 Signed, sealed, and delivered in the presence of—
J. L. ROBERTS.

DISTRICT OF COLUMBIA,
County of Washington, ss:

I, J. L. Roberts, a notary public in and for the county aforesaid, do hereby certify that Edwin E. Mayhew and Annie M. Mayhew, parties to a certain deed bearing date on the first day of October, A. D. 1872, and hereto annexed, personally appeared before me, in the county aforesaid, Edwin E. Mayhew and Annie M. Mayhew being personally known to me to be the persons who executed the said deed, and acknowledged the same to be their act and deed; and the said Annie M. being by me examined privily and apart from her husband, and having the deed aforesaid fully explained to her, acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed, and delivered the same, and that she wished not to retract it.

Given under my hand and notarial seal this eleventh day of October, A. D. 1872.

[NOTARIAL SEAL.] J. L. ROBERTS,
Notary Public.

(Endorsed:) Edwin E. Mayhew et ux. to Edward W. Parsons et al., trustees.

208 3 p. m.—Received for record on the 11th day of October, A. D. 1872, and recorded in liber No. 697, folio 242, one of the land rec-

ords for Washington County, in the District of Columbia, and examined by—

S. WOLF, *Recorder.*
GEORGE F. SCHAYER, *Dep.*

209 *Exhibit E. W. P., No. 2.*

(Stamped:) E. W. Parsons, Sept. 29, 1872.

[Sweeney's Hotel, on the European plan, corner Chambers and Chatham streets.]

NEW YORK, *Sept.* 26, 1872.

C. T. WEBSTER, Esq.,
Pres'd't Orient Ins. Co., Hartford, Conn.:

DEAR SIR: Your letter of the 25th rec'd. In answer, I telegraphed you that I would furnish $40,000 life insurance to the Conn. Gen'l Life Ins. Co., meaning, of course, free of commissions. Please say to the pres'd't or sec'y of that company to send as soon as possible some ten or fifteen applications to my office, 628 F st., Wash., D. C., and also table of rates. The examinations can be made by the med. ex. of my company (the Continental of N. Y.), Dr. S. S. Bond, or by any med. ex. they may select, the cost being by the company paid.

I will deliver the policies and collect the first annual premiums for the company, remitting the same to home office in Hartford, Conn., and no cost outside of med. ex's and writing the policies should be to the company.

I shall be in Washington Saturday, and any letter addressed to me there will be received.

210 P. S.—Say to the pres't Conn. Gen'l Life Ins. Co. that I have at my office Ward's abstract to Aug. 18, 1872, of Mayhew's property, and that the title is without blemish. The application of Mr. Mayhew gives absolute safety to the company, and it will be promptly complied with on my return to Washington. He will execute a good and sufficient bond (I think $10,000 is mentioned in the application) to have the work completed in 90 days, &c.

J. G. B.

211 *Exhibit E. W. P. No. 3.*

[Stamp, E. W. Parsons, Sept. 29, 1872.]

[Sweeny's Hotel, on the European plan, corner Chambers and Chatham streets.]

NEW YORK, *Sept.* 27, 1872.

C. T. WEBSTER, Esq., *Pres't, &c.:*

D'R SIR: Yours *at* the 26th at hand inclosing application, which will be duly filled up on my return (to-night) to Washington.

There are no builders' lien on Mayhew's property, only deeds of trust, which will be paid off out of the $18,000 that are to be paid down. I will have executed a bond in the sum of $10,000 with Moses Kelly and other good sureties that said houses be finished and ready for occupancy in 90 days. This bond and the balance $14,000 to be advanced from time to time as the work progresses will amply secure the company against the possibility of loss. Interest on the $32,000 to commence as soon as the papers are made, which will be in a few days. First deeds of trust to be given for $32,000 at once and put on record. By law in District of Columbia "builders' liens" cannot effect previous deeds of trust. It is not so in Mass. I do not know how it is in Conn. I
212 simply mention this fact so you may understand that a deed of trust once given cannot be impaired or effected by anything subsequent.

I appreciate the importance of being particular in real estate operations, and you can with confidence assure the pres't of the Conn. Gen'l Life Ins. Co. that nothing will he omitted to give his company the first lien upon the property in question.

I requested by letter yesterday that the Conn. Gen'l Life Ins. Co. send me 10 or 15 applications, and table of rates. I wish you would see that these are sent immediately so that I can have the applications for life ins. made at once on my return and the examinations made, and then I can forward the same to home office for acceptance and policies. The premiums on said policies to be paid out of the loan and remitted to the Conn. Gen'l Life Ins. Co. by me, and let authority be sent to me at Washington to act for the company as their agent to the extent of this transaction, without commission, of course. I will furnish risks between the ages of 25 and 40 of sober and temperate habits and otherwise good.

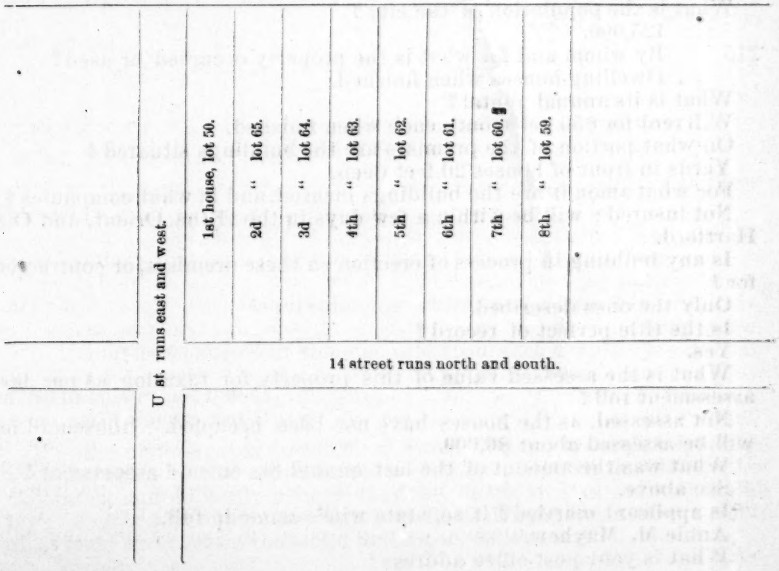
Yours, truly,

J. G. BIGELOW.

213 *Exhibit E. W. P. No. 4.*

To the Connecticut General Life Insurance Company:

I desire to obtain from your company a loan of thirty-two thousand dollars for five years, at ten per cent. semi-annual interest, payable at the office of said company in the city of Hartford, Connecticut, and I do solemnly swear that I hold the undisputed title to the property described herein, and that there are no incumbrances whatsoever on the premises herein mentioned, situated in the city of Washington, in the county of Washington, and District of Columbia, the exact position of which is marked on the accompanying diagram and which is described in the recorded deeds of conveyance as follows, to wit:


Square 204.
1st house, lot 50.
2d " lot 65.
3d " lot 64.
4th " lot 63.
5th " lot 62.
6th " lot 61.
7th " lot 60.
8th " lot 59.
U st. runs east and west.
14 street runs north and south.

BUILDINGS.

Describe them, stating when built, their size, and whether of stone, brick or wood.

214 Lots ⅋ 50, 59, 60, 61, 62, 63, 64, and 65, twenty feet front each by 138½ depth, E. E. Mayhew's recorded subdivision of original lots 1, 2, 3, 4, and 20 in square ⅋ 204.

Improved by eight three-story press brick front dwelling houses with two-story brick back buildings attached, and in rear of that a one-story brick kitchen.

Main buildings, 32 feet by 20 feet, ceilings, 12, 11 and 10 feet high. Two-story back buildings, 26 feet by 14 feet; ceilings, 10 and 9 feet; kitchen, 12 by 12 and 8 feet ceiling.

Cash value of the real estate without the buildings	$27,800
Cash value of the buildings	40,000
Total	67,800

CITY.

If the property is in the country these questions need not be answered.

The answers to the following questions are given by the subscriber and are full and correct:

What is the size of the lot, front, depth, &c.?

20 feet front by 138½ feet depth.

On what street and between what two streets is its frontage?

14th, bet. U and V street.

What is the value of the ground per front foot?

$1.25 per square foot.

What is the population of the city?

125,000.

215 By whom and for what is the property occupied or used?

Dwelling-houses when finished.

What is its annual rental?

Will rent for $50 per month each when finished.

On what portion of the premises are the buildings situated?

Yards in front of houses 20 feet deep.

For what amount are the buildings insured, and in what companies?

Not insured; will be within a few days in the Ætna, Orient, and Old Hartford.

Is any building in process of erection on these premises, or contracted for?

Only the ones described.

Is the title perfect of record?

Yes.

What is the assessed value of this property for taxation as per last assessment roll?

Not assessed, as the houses have not been occupied. House and lot will be assessed about $6,000.

What was the amount of the last annual tax on said assessment?

See above.

Is applicant married? if so, state wife's name in full.

Annie M. Mayhew.

What is your post-office address?

Washington, D. C.

216 Is your life insured in this company at this date; if so, state number and amount of policy?

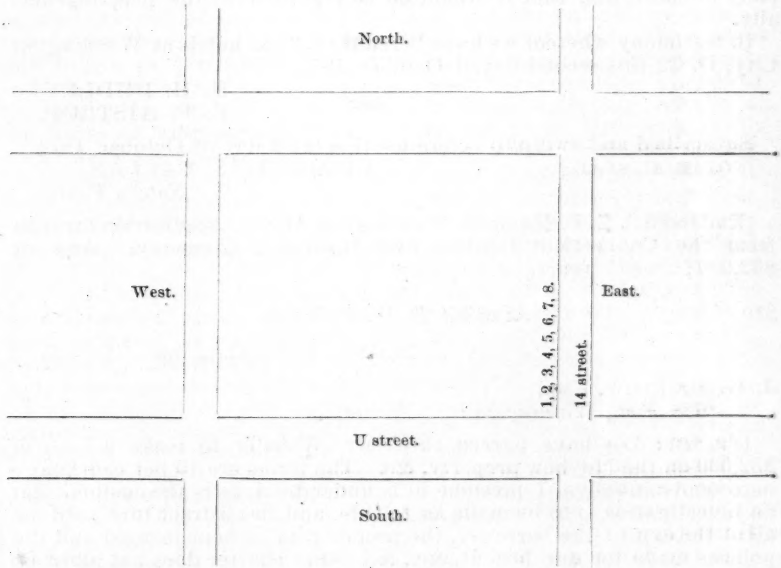
Application made.

It is understood in making this application that all expenses incurred in procuring abstract, and such other evidences of title as may be necessary, also the procurement of trust deed duly recorded, shall be paid by the borrower. It is further understood and agreed that all buildings herein mentioned shall be kept fully insured against loss or damage by fire, in some responsible company or companies (the selection of such company or companies to be left at the option of the lender), said policies of insurance to be made payable in case of loss to said Connecticut General Life Insurance Company.

(Signed) EDWIN E. MAYHEW.

WASHINGTON, D. C., *Oct.* 1, 1872.

City property. Mark location on this diagram.



217 APPRAISAL OF PROPERTY.

The Connecticut General Life Insurance Company.

DISTRICT OF COLUMBIA,
Washington County, ss:

We, the undersigned, do solemnly swear that we are well acquainted with the value of real estate in the city of Washington and District of Columbia, and do verily believe that the lands, real estate, and buildings described herein as belonging to E. E. Mayhew are of the value of at least sixty-seven thousand dollars, as follows:

Ground, exclusive of building, is twenty-seven thousand dollars..... $27,000
And that the cash value of the buildings is forty thousand dollars..... 40,000

Making a total value of sixty-seven thousand dollars..... $67,000

We also state that the condition of the property is truly set forth by the applicant in his accompanying statements; that his answers to the questions contained therein are true as we verily believe; and that the property is so situated with reference to the best position for residence in that locality that it will not be likely to depreciate in value in the future.

We too are well acquainted with the credit, reliability, and business promptness of Edwin E. Mayhew, who proposes to get a loan from your company of $32,000 on the property herewith appraised, and state
218 that his credit is good, and we believe that he will pay the interest promptly, and that the loan is a desirable one for the company to make, and that it would be so regarded by the people generally.

In testimony whereof we have hereunto set our hands at Washington City, D. C., this second day of October, 1872.

H. H. DUDLEY.
E. P. AISTROP.

Subscribed and sworn to before me this third day of October, 1872.
[NOTARIAL SEAL.] CHAS. CONS. CALLAN,
Notary Public.

(Endorsed:) E. E. Mayhew, Washington, D. C. Application for loan from the Connecticut General Life Insurance Company. Amount $32,000; time, 5 years.

219 *Exhibit E. W. P. No. 5.*

SEPT. 28, '2.

J. G. BIGELOW, Esq.,
628 *F st., Washington:*

D'R SIR: We have agreed thro' Mr. Webster to make a loan of $32,000 on the Mayhew property, &c. The terms are 10 per cent. pay'e here semi-annually. I presume it is understood, as is the custom, that an investigation is to be made as to title, and an abstract furnished us, all at the exp. of the borrower, the property to be kept insured and the policies made for our benefit, &c., &c. Our charter does not allow us to loan but one half of the value of any property, which must be free from any incumbrance.

I sent you some appl'n for life insurance and other papers yesterday. We have the usual forms of insurance, and in addition the savings endowment, to which I ask your special attention. We think it the best plan yet offered to the public; the largest portion of our business is done upon that plan, and it seems to give good satisfaction; I think it would be the best for your use, altho' we don't mean to confine you to it. If on looking at this plan there is anything that you do not understand we shall be happy to explain. As to Ward, ex'r, we want the best; the selection we shall be obliged to leave to you.

220 Your laws or forms differ from ours in many respects, and I am

not posted in them, I must therefore depend upon you to see that every point connected with the real estate and drawing papers, &c., &c., is fully covered. I heard from Mr. Webster that two trustees are to be named in the deed. I would give you Edward W. Parsons and Robert E. Day. I shall be glad to hear from you at any time.

Truly yours,

E. W. PARSONS.

221 *Exhibit E. W. P. No. 6.*

(Stamped:) E. W. Parsons, Oct. 5, 1872, Hartford, Conn.

[J. G. Bigelow, attorney and counsellor at law, office 628 F st.]

WASHINGTON, D. C., *Oct.* 1, 1872.

E. W. PARSONS, Esq.,
Pres't Conn. Gen'l Life Ins. Co., Hartford, Conn.:

D'R SIR: Your favor of the 28 ult. at hand and contents duly noted. Thoroughly understand the "Savings Endowment Plan." Have already secured $20,000 of the $40,000, and will get the balance by to-morrow or the day after. The risks will all be first class. Have bond duly drawn in the sum of $10,000 to have houses fully finished within 90 days from Oct. 1st (to-day) and ready for execution, $14,000 of the loan to be retained in the hands of Moses Kelly, esq., cashier of the National Metropolitan Bank of this city, to be advanced as the work progresses, notes and deeds of trust to bear date October 1st, '72. I enclose to you a sample deed of trust which is a copy of one of yours to be executed. The title of Mayhew to the property is perfect, subject to deeds of trust, which are already to be released. All expense is to be borne by Mayhew. An abstract to be furnished by Ward,
222 (Wm. H.) to include the transaction of your loan, by which you will have proof that the title is not only good, but that you have the first deeds of trust. In searching the title to property, attention is given to taxes, judgments, liens, &c., &c., everything that can in any manner affect the title. Mr. Ward has made this business a specialty for many years, and is considered perfectly reliable.

I will forward Mayhew's application made upon your own blank to-morrow and an appraisal of said property. Land and improvements separately. The property will amply meet the requirements of your charter, viz: Worth double the amount of the loan. Its location is excellent, 14th street being one of the great thoroughfares of Washington. I will to-morrow touch upon other matters. Please be prepared to act promptly upon app's for life ins.

Your' truly,

J. G. BIGELOW.

223 *Exhibit E. W. P., No. 7.*

(Stamped:) E. W. Parsons. Oct. 5, 1872. Hartford, Conn.

[J. G. Bigelow, attorney and counsellor at law. Office, 628 F street.]

WASHINGTON, D. C., *Oct.* 3, 1872.

EDWARD W. PARSONS, Esq.,
Prest. Conn. Gen'l Life Ins. Co., Hartford, Conn.:

DEAR SIR: I enclose herewith the application of E. E. Mayhew, with

appraisal of the property therein described, made upon the form adopted by your company.

I also enclose the following applications for life policies in your company. The amount is set opposite the names respectively:

Sarah E. Moore	$5,000	savings'	endowment.
Edwin E. Mayhew	5,000	"	"
John C. Callahan	1,000	"	"
Ellen Pearson	3,500	"	"
Chas. H. Pond	5,000	"	"
	$19,500		

These complete the amount $40,000. The premiums are all annual, and all cash, and are to be paid at once, and the aggregate amount, less medical examination fees, I will remit by draft or check immediately on receipt of policies. I have been very busy in getting the risks for the past three days.

224 The property of Mayhew is released by release deeds duly drawn by Ward and executed. The eight deeds of trust are also drawn and carefully examined by me. They are correct, and bear date, as I previously wrote to you, October 1st, '72. Each deed of trust covers one house, and secures the payment of one note of $4,000. The notes also bear date October 1, '72, from which date interest commences. By return mail please advise me in what companies the houses shall be insured. The first insurance will be builder's risks, and the policies will run for 90 days, at the expiration of which the houses are each to be insured for $4,000, all at the expense of Mr. Mayhew.

Everything is now done necessary to the passing of the papers, excepting the execution of the bond for $10,000 to have the houses completed within 90 days. The papers cannot pass until your draft is received, and I suggest that you send draft payable to the order of E. E. Mayhew to Moses Kelly, esq., cashier of the National Metropolitan Bank of this city, with letters of instruction to retain $14,000 to be used solely towards the completion of said houses, the remaining $18,000 to be paid for the releases before mentioned, and the balance, if any (and there will be), to be paid to Mayhew.

On receipt of this please telegraph that the loan is all right
225 and money will be forwarded as herein suggested. This telegram will enable me to get the best bondsmen for Mayhew's bond, for they will see absolute security and certainty in the sum to be retained by Kelly for the completion of the houses.

Your company is secure without the bond, inasmuch as a sum more than is sufficient to complete the houses is to be held back, but we propose to give you double security by adding a bond which will be forwarded to you as soon as telegram is received, to the effect that draft for $32,000 will be forwarded as hereinbefore indicated.

I can assure you that no error will be found in the transaction.

Please confer with C. T. Webster, esq., pres't Orient. Fire Ins. Co., and oblige

Yours truly,

J. G. BIGELOW.

226 *Exhibit E. W. P., No. 8.*

(Stamped:) E. W. Parsons. Oct. 7, 1872. Hartford, Conn.)

[J. G. Bigelow, attorney and counsellor at law. Office, 628 F st.]

WASHINGTON, D. C., *Oct.* 5, 1872.

E. W. PARSONS, Esq.,
Pres't, &c.:

DEAR SIR: Your favor of the 4th inst. at hand, enclosing ten policies, all correct. By this time you will have received the balance, $19,500, all good risks, and such as any life co. would be glad to take.

You state that you have $18,000, and the balance will be ready in 30 or 40 days. Satisfactory. We do not care to have the $12,000 at once, and would like to have you advance it in the following manner: say $2,000 in 15 days; $4,000 in 30 days, and the balance in 40 days.

I have secured t'o good bondsmen to join Mayhew in the bond, and will have it executed Monday, and enclose the same to you. On Monday, the 7th instant, I shall draw at sight for $18,000, with which I will lift the present incumbrance, and put on record the release deeds already executed; also 8 deeds of trust, of $4,000 each, to Messrs.
227 Edward W. Parsons and Robert E. Day, trustees, &c., and the receipts therefor, together with 8 promissory notes by Mayhew, to order of the Connecticut General Life Ins. Co., for $4,000 each; also abstract of title by Wm. H. Ward, from which you will see that you have the first and only incumbrance upon said property. The draft will be made through the National Metropolitan Bank. Please honor the same, and upon receipt of this telegraph immediately the best terms you can furnish the balance $12,000 upon, according to what I have before written, and enclose your notes to order of E. E. Mayhew (without interest) to Moses Kelly, esq., cashier National Metropolitan Bank of this city. You will understand.

The first part of your letter I will answer in a few days.

Yours, truly,

J. G. BIGELOW.

228 *Exhibit E. W. P., No. 10.*

[J. G. Bigelow, attorney and counsellor at law. Office, 628 F st.]

WASHINGTON, D. C., *October* 11, 1872.

EDWARD W. PARSONS, Esq.,
Pres't, &c.:

DEAR SIR: I enclose herewith a receipt for eight deeds of trust, left for record at 3.15 p. m. to-day, from Edwin E. Mayhew and wife to Edward W. Parsons and Robert E. Day, trustees.

There was delay of twenty-four hours in getting return from the draft. Mr. Ward being absent, it is impossible to forward abstract this evening, but will by to-morrow or, at farthest, Monday. The first lien is in your company. Will write fully to-morrow.

Yours, truly,

J. G. BIGELOW.

229 *Exhibit E. W. P., No.* 11.

Square No. 204, lots 50, 59, 60, 61, 62, 63, 64, and 65, according to E. E. Mayhew's sub.

I have examined the title of Edwin E. Mayhew to lots above enumerated in his recorded subdivision of original lots Nos. 1, 2, 3, 4, and 20, in said square No. 204, and report the same to be a good title.

There is a deed of trust upon each of above lots given by E. E. Mayhew to Edward W. Parsons and Robert E. Day, bearing date Oct. 1, 1872, and each to secure the sum of $4,000, payable in five years from date, with interest at the rate of ten per cent. per annum, payable semi-annually, at the office of Connecticut General Life Ins. Co.

These deeds of trust were filed for record on the eleventh day of October, A. D. 1872, and are the first incumbrances upon the property.

WM. H. WARD.

OCT. 14, 1872.

Continuation of the foregoing.

On the first day of May, A. D. 1873, Edward W. Parsons and Robt. E. Day, as trustees under the deeds of trust mentioned in the foregoing notes, sold and conveyed lots 59, 60, 61, 62, 63, 64, and 65 of the
230 lots mentioned in the foregoing to Jonathan G. Bigelow; each lot was conveyed by a separate , all of the same date, May 1, 1873, and all filed for record on the 12th day of May, 1873.

By deeds of trust bearing the same date as the deeds, May 1, 1873, Jonathan G. Bigelow and wife conveyed each one of said lots to Edward W. Parsons and Robt. E. Day, in trust, to secure the payment of $4,000 on each one of said lots in five years, with interest at ten per cent. per annum, to the Conn. Gen. Insurance Company. These deeds of trust were all filed for record on the fourteenth day of May, 1873.

The above-noted deeds of trust are the first incumbrances.

WM. H. WARD.

16TH MAY, 1873.

Exhibit E. W. P., No. 11 (*a*).

Square No. 204, lots 50, 59, 60, 61, 62, 63, 64, and 65, according to E. E. Mayhew's sub.

I have examined the title of Edwin E. Mayhew to lots above enumerated in his recorded subdivision of original lots Nos. 1, 2, 3, 4, and 20, in said square No. 204, and report the same to be a good title.
231, 232 There is a deed of trust upon each of above lots given by E. E. Mayhew to Edward W. Parsons and Robert E. Day, bearing date Oct. 1, 1872, and each to secure the sum of $4,000, payable in five years from date, with interest at the rate of ten per cent. per annum, payable semi-annually, at the office of Connecticut General Life Ins. Co.

These deeds of trust were filed for record on the eleventh day of October, A. D. 1872, and are the first incumbrances upon the property.

WM. H. WARD.

OCT. 14TH, 1872.

I hereby certify that the above is a true copy of the original certificate on file in the office of the Conn. General L. I. Co.

Hartford, May 12, 1873.

[NOTARIAL SEAL.] W. W. JACOBS,
Notary Public.

233, 234

Exhibit E. W, P., No. 9.

(Copy.)

$18,000.] WASHINGTON, D. C., *Oct. 7th*, 1872.

At sight, pay to the order of Edwin E. Mayhew eighteen thousand dollars, value received, and charge the same to account of—

J. G. BIGELOW, *Ag't.*

To CONN. GENL. LIFE INS. CO.,
Hartford, Conn., 7 Central Bl'k.

(Indorsed:)

Edwin E. Mayhew. Pay W. S. Bridgman, ass't cashier, or order, for account of Nat'l Metropolitan Bank, Washington, D. C.

GEO. H. B. WHITE,
Ass't Cash.

JAMES BOLTER, *Cas.*
F. M. LINCOLN.

A true copy.

GEORGE G. SILL,
Notary Public.

Exhibit E. W. P., No. 12.

(Copy.)

$2,000.] WASHINGTON, D. C., *October 14th*, 1872.

At sight, pay to the order of Edwin E. Mayhew two thousand dollars, value received, and charge the same to account of—

J. G. BIGELOW, *Ag't.*

To CONN. GEN'L LIFE INS. CO.,
Hartford, Conn., ℔ 7 Central Block.

(Indorsed:)

Edwin E. Mayhew. Pay W. S. Bridgman, ass't cashier, or order, for account of Nat'l Metropolitan Bank, Washington, D. C.

GEO. H. B. WHITE,
Ass't Cash.

JAMES BOLTER, *Cas.*
F. M. LINCOLN.

A true copy.

GEORGE G. SILL,
Notary Public.

235, 236 *Exhibit E. P. W., No.* 13.

(Copy.)

$2,000.] WASHINGTON, D. C., 24 *Oct.*, 1872

At sight, pay to the order of Edwin E. Mayhew two thousand dollars, value received, and charge the same to account of—

J. G. BIGELOW,
Agent.

To CONN. GEN'L LIFE INS. CO.,
Hartford, Conn., 7 Federal Row.

(Indorsed:)

Edwin E. Mayhew. Pay W. S. Bridgman, assistant cashier, or order, for account of Nat'l Metropolitan Bank, Washington, D. C.

GEO. H. B. WHITE,
Ass't Cash.

JAMES BOLTER, *Cas.*
F. M. LINCOLN.

A true copy.

GEORGE G. SILL,
Notary Public.

Exhibit E. W. P., No. 14.

(Copy.)

$6,000.] WASHINGTON, D. C., 31 *Oct.*, 1872.

At sight, pay to the order of Edwin E. Mayhew , value received, and charge the same to account of—

J. G. BIGELOW,
Agent.

To CONN. GEN'L LIFE INS. CO.,
Hartford, Conn. 7 Central Row.

(Indorsed:)

Edwin E. Mayhew. Pay W. S. Bridgman, ass't cashier, or order, for account of Nat'l Metropolitan Bank, Washington, D. C.

GEO. H. B. WHITE,
Ass't Cas.

JAMES BOLTER, *Cas.*
F. M. LINCOLN.

A true copy.

GEORGE G. SILL,
Notary Public.

237, 238 *Exhibit E. W. P., No.* 15.

(Copy.)

$1,500.] WASHINGTON, D. C., *November* 11, 1872.

At sight, pay to the order of Edwin E. Mayhew fifteen hundred dollars, value received, and charge the same to account of—

J. G. BIGELOW, *Ag't.*

To CONN. GEN'L LIFE INS. CO.,
Hartford, Conn., 7 Central Row.

(Indorsed:)

Edwin E. Mayhew. Pay W. S. Bridgman, ass't cashier, or order, for account of Nat'l Metropolitan Bank, Washington, D. C.

GEO. H. B. WHITE,
Ass't Cas.

JAS. BOLTER, *Cas.*
F. M. LINCOLN.

A true copy.

GEORGE G. SILL,
Notary Public.

Exhibit E. W., P. No. 16.

(Copy.)

$2,500.] HARTFORD, CONN., *Nov.* 18, 1872.

At sight, pay to the order of Edwin E. Mayhew twenty-five hundred dollars (balance of loan) and charge to account.

J. G. BIGELOW,
Agent.

To CONN. GEN'L LIFE INS. CO.,
 # 7 Central Row, Hartford, Conn.

(Indorsed:)

Pay W. S. Bridgman, ass't cashier, or order, for account of Nat'l Metropolitan Bank, Washington, D. C.

GEO. H. B. WHITE,
Ass't Cash.

JAS. BOLTER, *Cas.*
By JOHN RODNEY.

A true copy.

GEORGE G. SILL,
Notary Public.

239 *Exhibit E. W., P. No.* 17.

William H. Ward to Geo. B. Coburn, rel., recorded Oct. 14, 1872; liber 698, folio 186.

This indenture, made this twenty-fifth day of September, in the year of our Lord one thousand eight hundred and seventy-two, between William H. Ward, of the city of Washington, in the District of Columbia, trustee, of the first part, and George B. Coburn, of the said city, of the second part.

Whereas the said George B. Coburn heretofore made and executed a certain deed of trust, bearing date on the tenth day of November, in the year eighteen hundred and seventy-one, and thereby conveyed to the said William H. Ward and to his heirs and assigns all of original lots numbered one (1), two (2), three (3), four (4), and twenty (20), in square numbered two hundred and four (204), in said city, in trust, to secure the payment of a certain indebtedness therein mentioned, all of which will fully appear upon reference to said deed of trust, which has been duly recorded in liber No. 665, folio 228, of the land records for Washington County, in said District;

And whereas, since the execution of said trust, the said original lots have been subdivided into lots numbered fifty (50), fifty-nine (59), sixty (60), sixty-one (61), sixty-two (62), sixty-three (63), sixty-four (64), and sixty-five (65), together with other lots, and it is hereby intended to release and discharge said subdivision lots above enumerated, and none others;

And whereas the said indebtedness hath been discharged as to said lots fifty (50), fifty-nine (59), sixty (60), sixty-one (61), sixty-two (62), sixty-three (63), sixty-four (64), and sixty-five (65), in evidence whereof the holder of matter secured doth sign these presents; the said party of the second part is hereby entitled to reconveyance of said described premises, and to have the same released and discharged of and from all lien, claim, demand, or incumbrance by reason of said deed of trust or anything therein contained:

Now, therefore, this indenture witnesseth that the said party of the first part, trustee as aforesaid, for and in consideration of the premises aforesaid, and further the sum of one dollar in lawful money of the United States to him now in hand paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released and conveyed, and do by these presents grant, bargain, sell, release, and convey unto the said party of the second part, his heirs and assigns forever, all the hereinbefore-described premises, and all the rights, privileges, and appurtenances to the same belonging or in anywise appertaining:

To have and to hold the same unto and to the use of the said party of the second part, his heirs and assigns forever, as in his first and former estate, free, released, and discharged of and from all lien, claim, or incumbrance by reason of said deed of trust.

In testimony whereof the said party of the first part as trustee as aforesaid hath hereunto set his hand and seal on the day and year first hereinbefore written.

WM. H. WARD, *Trustee.* [SEAL.]
J. VAN RISWICK, [SEAL.]
Holder of matter secured, holding first note named in deed of trust.
AISTROP AND DUDLEY,
Holders of the 2d and 3d notes.

Signed, sealed, and delivered in the presence of—
GEO. F. SCHAYER.

DISTRICT OF COLUMBIA,
County of Washington, set:

I, S. Wolf, recorder of deeds in and for the District and county aforesaid, do hereby certify that Wm. H. Ward, a party to a certain deed, bearing date on the twenty-fifth day of September, A. D. 1872, and hereto annexed, personally appeared before me in said county, and the said William H. Ward being personally well known to me to be the person who executed the said deed, and acknowledged the same to be his act and deed.

Given under my hand and seal this 9th day of October, A. D. 1872.
[RECORDER'S SEAL.] S. WOLF,
Recorder of Deeds.

(Endorsed:)
This is to certify that the within is a true and verified copy of

a deed as recorded in liber No. 698, folio 186 et sev., one of the land records for the District of Columbia.

Washington, D. C., February 14, 1878.

[RECORDER'S SEAL.] GEO. F. SCHAYER,
Dep. Recorder.

243 *Exhibit E. W. P., No. 18.*

This agreement, made the twenty-second day of November, A. D. 1872, by and between the Connecticut General Life Insurance Co., of Hartford, Conn., of the first part, and Jonathan G. Bigelow, of Washington, D. C., of the second part, witnesseth:

That said party of the first part does hereby employ and appoint said party of the second part to act as gen'l agent of said company in and for the following territory, to wit, District of Columbia, to solicit and procure applications for life insurance in said company, to be forwarded to the home office of the company, and to countersign and deliver receipts, upon the payment to him of the moneys named therein, when such receipts have been signed by the president or secretary of the company. By reason of which appointment as an agent of said company he will receive from time to time, on account of said company; divers sums of money, policies, books, chattels, and other effects, which he hereby binds himself to account for, deliver, and pay over on demand, according to the instructions or requirements of said company, whether such sums of money or other property shall have been received by him or by any clerk, agent, solicitor, or broker employed by him.

This appointment is on the following terms and conditions,
244 which are agreed to by each party hereto:

Within the District aforesaid the party of the second part shall, during his said agency, have full control over all sub-agents employed by him or appointed by said company, at his request, to act under his directions.

During the continuance of this agreement, the said agent agrees to devote due time and energy to said company, and to act for no other insurance company.

As compensation for his services, there shall be allowed to said general agent, so long as his agency shall continue, a commission or commissions on all premiums collected and paid over to said company by said general agent, as follows (such commissions to cease whenever his agency shall cease):

On whole life or endowment policies.	Original premiums, per cent.	On renewal premiums, per cent.	Other insurances.	On original premiums, per cent.	On renewal premiums, per cent.
CLASS 1.			CLASS 3.		
On all life policies and endowment policies when the premiums are payable during 15 or more years.	25	7½	On all policies when the premiums are payable in a single payment.	7½	
CLASS 2.			CLASS 4.		
On endowment policies when the premiums are payable in less than 15 years.	20	7½	On all "extra premiums" or extra charges.	7½	

On all premiums collected and paid over as aforesaid, upo' policies issued upon applications procured through said party of the sec-
245 ond part, other than as above stated, the allowance of commissions shall be determined by said company.

Commissions shall be computed and allowed as follows:

When the premium is payable annually, on the amount of the annual premium.

When the premium is payable semi-annually, on the semi-annual premium.

When the premium is payable quarterly, on the quarterly premium.

No charges will be allowed for services in paying dividends or losses.

The said agent is to be allowed, in addition to his commissions as above, all postage, exchange, express charges, and State and county taxes actually incurred in the business of said company; also, charges for medical examinations actually paid. No other charges will be allowed said agent without written permission. No charge for medical examination allowed without a voucher accompanying the charge, and vouchers must accompany all charges except those for commissions, postage, and exchange, for which the report will be considered sufficient voucher.

The authority of said agent shall extend no further than is
246 stated in this contract. He shall not make, alter, or discharge any contract, nor waive forfeiture, and shall receive no further remuneration for any service than is stated herein. All collections made under this agreement by said party of the second part, less such charges as are herein authorized, shall be promptly paid over to the party of the first part at the office of said company, in Hartford, Conn., on or before the tenth day of each month, or at such other times as said company shall direct.

It is understood and agreed that the said party of the first part may offset against any claim for commissions under this agreement any debt due by said party of the second part to said party of the first part.

If the party of the second part shall extend any credit in relation to the payment of premiums, or shall remit the company for any premium not actually received from the assured, he shall do so at his own risk and on his own private account.

The said party of the second part agrees to submit to and abide by all the rules and regulations of said company; otherwise, this agreement to be void and of no effect; and said party of the first part reserves the right of dismissal in case said party of the second part shall be guilty of misconduct or neglect of duty.

247 This contract shall not be binding until the party of the second part has furnished said company a satisfactory bond, with good and acceptable sureties, in a sum of not less than five thousand dollars.

J. G. BIGELOW,
Conn. Gen'l Life-Ins. Co.,
By E. W. PARSONS, *P't.*

(Endorsement on the back of this contract is as follows:)

The Connecticut General Life-Insurance Co.

The attention of agents is called to the following rules and regulations:

1. All life policies are issued from the home office of the company at Hartford. Agents are authorized to solicit and procure applications for

life-insurance, to be forwarded to the home office; if accepted by the company, policies will be sent to them as soon as possible.

2. No insurance is binding upon the company until the application is approved at the home office, the policy is delivered, and the premium paid.

3. Agents may receive renewal premiums not past due, to be transmitted to the company, but they are not allowed to execute renewal receipts. All such receipts, to be valid and binding, must issue
248 from the home office, and be signed by the president or secretary. Receipts thus issued are to be countersigned and delivered by the agent, but only upon the payment of the money named therein.

4. If, when the premium is past due and not paid, the policy becomes subject to forfeiture or reduction of the amount insured, according to the conditions expressed therein, the company may, as an act of grace or courtesy, reinstate such policies upon the assured furnishing to them, at his own expense, proofs, or an examining physician's certificate, showing that he is still a good risk. Under no other circumstances is an agent authorized to deliver renewal receipts past due.

5. Agents are not authorized to accept life risks of any kind; to make, alter, or discharge contracts; waive forfeitures, or name any extra percentage for special risks; neither are they authorized to grant credit or to remit premiums not actually received; and any agent who advances and remits moneys for persons insured, does so upon his own personal and private account.

6. Should there be no regularly-appointed medical examiner in the neighborhood of the agent, he will employ for examinations some regular practitioner of good standing, and, on forwarding the medical certificate, report at length his reason for confidence, and state the
249 prominent facts about him, such as his age, length and extent of his practice, at what college he graduated, whether he is acting for any life company, hospital, or charitable society, etc. References to persons in whom the company reposes confidence as to his standing are desirable.

7. The medical examiner's fee is the same whether the application be accepted or not; but the agent will not present a party for examination unless he believes the risk to be good, and that if a policy be granted by the company it will be taken. When the fees are paid the agent must obtain a receipted bill, stating the name of the person examined and the date of the examination.

8. The exchange on drafts remitted, and postage on letters pertaining to the company's business, will be paid or allowed in the agent's account.

9. No premiums will be collected by, and no commissions shall be allowed to, any person whose agency has been discontinued.

10. No charges for printing, advertising, stationery, etc., will be allowed, unless the expense is made by written permission.

11. All moneys received by agents on account of the company are considered a fiduciary trust in the agent's hands, and are not to be
250 used for any purpose whatever, but must be remitted by draft promptly with each month's report.

12. On or before the day of each month, agents will make up their account with the company, in the blanks furnished, charging themselves with all the premiums collected, and crediting themselves with the commissions, the postage, exchange, and medical examinations actually paid, and with report remit draft on New York, for balance, payable to order of the company.

13. The account will vouch for the commissions, postage, and exchange; but vouchers for all other charges must be remitted with the account.

14. All policies that have been in the agent's hands two months, and all renewal receipts past due thirty days, must be returned with reports, and a list of policies, etc., in their hands held over for collection forwarded therewith.

15. A failure to comply with any of the instructions, conditions, and rules of the company will be considered sufficient cause for dismissing an agent.

Nov'r 22d, 1872.

JONA. G. BIGELOW,
Of Washington, D. C.

A true copy.

GEO. G. SILL,
Notary Public.

251 *Exhibit E. W. P., No.* 19.

Edward W. Parsons et al. to J. G. Bigelow. Deed. Recorded May 12, 1873, 9.30 a. m., liber 717, folio 41.

This indenture made and entered into this first day of May, A. D. eighteen hundred and seventy-three, by and between Edward W. Parsons and Robert E. Day, trustees, both of the city and county of Hartford, in the State of Connecticut, parties of the first part, and Jonathan G. Bigelow, of the city of Washington, in the District of Columbia, party of the second part, witnesseth:

That whereas Edwin E. Mayhew and Annie M. Mayhew, his wife, of the said city of Washington, by deed dated the first day of October, A. D. 1872, and recorded in liber 697, folio 244, one of the land records for Washington County, in the District of Columbia, conveyed the property hereinafter described, in trust, to the said parties of the first part to secure the payment and interest of a certain promissory note in said deed described; and whereas the interest on said note became due and payable on the first day of April, 1873, but was not paid, and in
252 default of such payment the parties herein of the *of the* first part, at the request of legal holder of the said promissory notes, acting in pursuance of the provisions of said deed of trust, and having first given fifteen days' public notice of the time, terms, and place of sale and of the property to be sold, by an advertisement inserted on the ninth day of April, A. D. 1873, in the National Republican, a daily newspaper printed in said city of Washington, and continued to the day of sale, did proceed to sell the property described in said deed at public vendue to the highest bidder for cash, in front of the premises in said city of Washington, on the twenty-sixth day of April, A. D. 1873, between the hours of four and six of the clock in the afternoon of said day, when and where the same was struck off to the said Jonathan G. Bigelow, party of the second part, as the highest and best bidder, at the price and sum of four thousand five hundred ($4,500) dollars, the payment whereof is hereby acknowledged:

Now the said parties of the first part, by virtue of the proceedings aforesaid, and in consideration of the sum of one dollar to them in hand paid by the said party of the second part, do, by these presents,
253 bargain, sell and convey to said party of the second part all the right, title, and interest which, by virtue of said deed of trust

and the proceedings aforesaid, they may or can bargain, sell, and convey in and to the property described in said deed of trust, to wit: All that certain piece or parcel of ground lying and being in the said city of Washington, and known and described as lot numbered sixty-two (62) in E. E. Mayhew's recorded subdivision of original lots one (1), two (2), three (3), four (4), and twenty, in square numbered two hundred and four (204), and contained within the following metes and bounds: Beginning for the same at a point on the west side of Fourteen street eighty (80) feet north from W street, thence north along said Fourteenth street twenty (20) feet, thence west one hundred and thirty-eight (138) feet and six inches to an alley, thence south twenty (20) feet, thence east one hundred and thirty-eight (138) and six inches to said Fourteenth street, to the place of beginning.

To have and to hold the said described premises unto the said Jonathan G. Bigelow and unto his heirs and assigns forever.

In witness whereof the said parties of the first part have here-
254 unto set their hands and seals the day and year first hereinbefore written.

EDWARD W. PARSONS, [SEAL.]
ROBERT E. DAY, [SEAL.]
Trustees.

In presence of—
E. B. PECK.
F. V. HUDSON.

E. W. PARSONS, *Pres't,*
F. W. RUSSELL, *Sec'y,*
Commissioners L. I. Co.

STATE OF CONNECTICUT,
County of Hartford, ss:

I, W. W. Jacobs, a notary public in and for the county and State aforesaid, do hereby certify that Edward W. Parsons and Robert E. Day, parties to a certain deed bearing date on the first day of May, A. D. 1873, and hereto annexed, personally appeared before me in the county aforesaid the said Edward W. Parsons and Robert E. Day, being personally known to me to be the persons who executed the said deed, and acknowledged the same to be their act and deed.

Given under my hand and notarial seal this 10th day of May, 1873.

[NOT'L SEAL.] W. W. JACOBS,
Notary Public.

(Endorsed:)

255 This is to certify that the within is a true and verified copy of a deed as recorded in liber No. 717, folio 41 et seq., one of the land records for the District of Columbia.

Washington, D. C., April 17th, 1877.

[RECORDER'S SEAL.] GEO. F. SCHAYER,
Dep. Recorder.

Paid $1.50.

Exhibit E. W. P., No. 20.

This indenture, made this first day of May, in the year of our Lord one thousand eight hundred and seventy-three, between Jonathan G. Bigelow and Lydia A. Bigelow, his wife, of the city of Washington, in the District of Columbia, of the first part, and Edward W. Parsons and Robert E. Day, trustees, both of the city of Hartford, in the county of Hartford, and State of Connecticut, of the second part.

Whereas the said Jonathan G. Bigelow stands justly indebted unto the Connecticut General Life Insurance Company, of the said city of Hartford, in the sum of four thousand dollars ($4,000), lawful
256 money of the United States of America, loaned and advanced to him by said company, and for which he has executed and delivered his certain promissory note, bearing even date with these presents, whereby he promises to pay to the order of said company the said sum of four thousand dollars ($4,000) in five years from the date thereof, with interest at the rate of ten per cent. per annum, payable semi-annually, upon the first day of November and the first day of May. The principal and interest are payable at the office of said company in the city of Hartford aforesaid; and being desirous to secure the punctual payment of said note when and as the same shall respectively become due and payable, with all interest and costs due and accruing thereon, do therefore execute these presents:

Now, therefore, this indenture witnesseth that said parties of the first part, for and in consideration of the premises and the sum of one dollar, in lawful money of the United States, to them in hand paid by the said parties of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, and conveyed, and
257 do by these presents grant, bargain, sell, alien, enfeoff, release, and convey unto the parties of the second part, their heirs and assigns, the following described real estate, situate in the city of Washington, District of Columbia, to wit: All that certain piece or parcel of ground known and designated as lot numbered sixty-three (63) in E. E. Mayhew's recorded subdivision of original lots one (1), two (2), three (3), four (4), and twenty (20), in square numbered two hundred and four (204), and contained within the following metes and bounds, viz: Beginning for the same at a point on the west side of Fourteenth street sixty (60) feet north from U street; thence north along said Fourteenth street twenty (20) feet; thence west one hundred and thirty-eight (138) feet six (6) inches to an alley; thence south twenty (20) feet; thence east one hundred and thirty-eight (138) feet and six (6) inches to said Fourteenth street, to the place of beginning, together with all the improvements, ways, easements, rights, privileges, appurtenances, and hereditaments to the same belonging or in any wise appertaining, and all the estate, right, title, interest, and claim whatsoever, either
258 at law or in equity, of the said parties of the first of, in, and to the said piece or parcel of land and premises.

To have and to hold the said piece or parcel of land and premises, with the appurtenances, unto and to the use of the said parties of the second part, their heirs and assigns.

In and upon the trusts, nevertheless, hereinafter mentioned and declared, and none other, that is to say: In trust to permit the said Jonathan G. Bigelow, his heirs or assigns, to use and occupy the said described premises, and the rents, issues, and profits thereof to take, have, and apply to and for his and their sole use and benefit until default be made in the payment of said promissory note or any installment of interest due thereon, or any proper cost, charge, commission, half commission, or expense in and about the same.

And upon the full payment of all said note and the interest thereon, and all other proper costs, charges, commissions, half commissions, and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said Jonathan G. Bigelow, his heirs or assigns, at his or their cost.

259 And upon this further trust, that upon default being made in the payment of the said promissory note, or any instalment of interest thereon, or any proper cost, charge, commission, half commission, or expense in and about the same, then and at any time thereafter to sell the said piece or parcel of land and premises at public auction, in front of the premises, after at least fifteen days' notice of time, place, and terms of sale by advertisement in some one or more of the newspapers printed and published in the said city of Washington, which said terms of sale shall be as follows, viz: The amount of indebtedness secured by this deed of trust unpaid, with the expense of sale, in cash, and the balance at six, twelve, and eighteen months, for which the notes of the purchaser, bearing interest from the day of sale, and secured by a deed of trust on the property sold, shall be taken. A deposit of two hundred dollars shall be required of the purchaser at the time of sale, and all conveyancing and revenue stamps shall be at the expense of the purchaser.

And upon this further trust, upon full compliance with the terms of sale, to convey the property sold in fee simple to the purchaser
260 or purchasers thereof at his, her, or their cost and expense, and without any liability to see to the application of the purchase money, and out of the proceeds of said sale or sales, first, to pay all proper costs, charges, and expenses, and to retain as compensation a commission of five per cent. on the amount of said sale or sales; secondly, to pay whatever may then remain unpaid of the said note and the interest thereon, whether the same shall be due or not; and lastly, to pay the remainder, if any, to said Jonathan G. Bigelow, his heirs or assigsn.

And the said Jonathan G. Bigelow does hereby covenant with the said parties of the second part, their heirs and assigns, that all taxes upon the said land shall be duly paid, and that the building or said parcel of land shall be kept insured during the continuance of this trust in some good and responsible fire-insurance company or companies, to the satisfaction of the parties of the second part, in the sum of four thousand ($4,000) dollars, for the benefit of the debt hereinbefore described, and the policy or policies of insurance be assigned to the said parties of the second part as trustees under these presents; and further, that in case the said Jonathan G. Bigelow, his heirs
261 or assigns, shall fail to pay taxes or to keep said property so insured, then the taxes may be paid and the property be insured for the amount aforesaid by the legal holder of the note before mentioned, and the amount of taxes and premium shall be considered a part of the expense of said note secured hereby, in default of payment of which the said parties of the second part shall have power to sell said property hereby conveyed as aforesaid, and shall dispose of the proceeds of sale as hereinbefore provided.

And it is further agreed that if the property shall be advertised for sale under the provisions of the deed, and not sold, then the said trustees shall be entitled to one-half the commission above provided, to be computed on the amount of the debt hereby secured.

In testimony whereof the said parties of the first part have hereunto set their hands and seals on the day and year first hereinbefore written.

JONATHAN G. BIGELOW. [SEAL.]
LYDIA A. BIGELOW. [SEAL.]

Signed, sealed and delivered in the presence of—
JOHN B. MOTLEY.

DISTRICT OF COLUMBIA,
County of Washington, ss:

I, John B. Motley, a notary public in and for the county afore
262 said, do hereby certify that Jonathan G. Bigelow and Lydia A. Bigelow, his wife, parties to a certain deed bearing date on the first day of May, A. D. 1873, and hereto annexed, personally appeared before me, in the county aforesaid, the said Jonathan G. Bigelow and Lydia A. Bigelow, his wife, who being personally known to me to be the persons who executed the said deed and acknowledged the same to be their act and deed, and the said Lydia being by me examined privily and apart from her husband and having the deed aforesaid fully explained to her, acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed, and delivered the same and that she wished not to retract it.

Given under my hand and notarial seal this 9th day of May, A. D. 1873.

[SEAL.] JOHN B. MOTLEY,
Notary Public.

(Endorsed:) Jonathan G. Bigelow to Edward W. Parsons et al.

9.30.—Received for record of the 14th day of May, A. D. 1873, and recorded in liber No. 710, folio 471, one of the land records for Washington County, in the District of Columbia, and examined by—

S. WOLF, *Recorder.*

263 *Exhibit E. W. P., No. 21.*

Charles C. Burr to the Conn. Genl. Life Insurance Co. Deed recorded Feb. 13th, 1874, 2.30 p. m.; liber 733, folio 474.

This indenture, made and entered into this twelfth day of February, eighteen hundred and seventy-four, by and between Charles C. Burr, trustee, of the city of Washington, in the District of Columbia, of the first part, and the Connecticut General Life Insurance Company, a corporation duly organized under the laws of the State of Connecticut and located and having its principal office in the city and county of Hartford, in said State, of the second part, witnesseth:

That whereas Jonathan G. Bigelow and Lydia A., his wife, of said Washington, by their deed of trust, dated May 26, 1878, and recorded in liber 719, folio 235, of the land records of the county of Washington in said District of Columbia, conveyed to said Charles C. Burr and John S. Roberts all that certain piece of ground with the improvements thereon and known and designated at lot number sixty (60), in E. E. Mayhew's recorded subdivision of original lots one (1), two (2), three (3), four (4), and twenty (20), in square two hundred and four (204),
264 in said city of Washington, in trust, to secure the payment of a certain promissory note for one thousand dollars in said deed described, in favor of D. L. Wells, as by said deed will more fully appear, and to which as recorded reference is herein made for particular description of said premises and the conditions of said trust;

And whereas since the delivery of said deed and prior to the execution of this conveyance the said John L. Roberts has died and said Burr is the sole surviving trustee under said trust deed, and alone has power to act in the premises; and whereas by a certain other deed bearing date on the 26th day of May, A. D. 1873, and recorded in liber 722, folio

290 et seq., of said land records of Washington, to which reference is herein made for particulars, said Bigelow and his wife conveyed to said party of the first part all that certain piece of land with the improvements thereon known and designated as lot numbered sixty-one (61), in E. E. Mayhew's recorded subdivision of original lots one, two, three, four, and twenty, in square two hundred and four (204) in said Washington, in trust to secure the payment of a certain promissory note for one thousand dollars, in said deed mentioned, in favor of E. E. Mayhew.

265 And whereas default was made in the payment of the indebtedness on notes secured by each of the trust deeds, when the same was due and payable, and said Burr, upon the request of the holders of each of said notes, as trustee, did in compliance with all the provisions of said trust deeds, and having first given more than ten days' public notice of the time, terms and place of sale, and property to be sold, by advertisement inserted on the 21st day of January, A. D. 1874, in the Evening Star, a daily newspaper, published in said Washington, and continued to the day of sale, sell at public auction to the said party of the second part, who were the highest and best bidders, therefore, on the fourth day of February, A. D. 1874, between the hours of three and four o'clock in the afternoon, all the premises described in and conveyed to said Burr and Roberts by said first mentioned deed of trust for the sum of eleven hundred and forty-nine $\frac{11}{100}$ dollars over and above the prior incumbrance upon said premises, subject to which said sale was made, and all the premises described in and conveyed by said secondly mentioned deed of trust for the sum of eleven hundred and seven $\frac{72}{100}$ dollars over and above the prior incumbrance thereon, and sub-

266 ject to which said sale was made, and said party of the second part has fully complied with all the terms of said sale:

Now, therefore, said party of the first part, in consideration of the premises and proceedings aforesaid and the respective sums aforesaid over and above the prior incumbrance for which the premises described in said deed of trust were sold as aforesaid, in hand paid before the sealing and delivery of these presents, has granted, bargained, sold, enfeoffed, conveyed, and released, and by these presents does grant, bargain, sell, enfeoff, convey, and release unto the said party of the second part, their successors and assigns, all those pieces and parcels of ground sold as aforesaid, numbered and designated as lots sixty and sixty-one, and hereinbefore and in said trust deeds more particularly described, together with the buildings, improvements, rights, privileges, and appurtenances to the same belonging, and all the right, title, and interest which by virtue of said trust deed and the proceedings aforesaid he may or can sell and convey in and to all the premises described in said trust deeds, it being distinctly understood that this conveyance is subject to a prior deed of trust due by said Jonathan G. Bigelow and wife to Edward W. Parsons and Robert E. Day, trustees, dated May 1,

267 1873, to secure the sum of four thousand dollars and interest upon each of the lots hereby conveyed.

To have and to hold the said described premises with the appurtenances unto the said Connnecticut General Life Insurance Company, their successors and assigns, forever, unto them and their own sole use, benefit, and behoof.

In witness whereof said Charles C. Burr, trustee as aforesaid, has

hereunto set his hand and seal the day and year first hereinbefore written.

CHARLES C. BURR, [SEAL.]
Surviving Trustee.

Signed, sealed, and delivered in the presence of—
THEODORE Y. GATCHEL.
JOS. F. KELLY.

DISTRICT OF COLUMBIA,
County of Washington, ss:

I, Joseph F. Kelley, a notary public in and for the District and county aforesaid, do hereby certify that Charles C. Burr, party to a certain deed bearing date on the twelfth day of February, A. D. 1874, and hereto prefixed, personally appeared before me, in said county, the said Charles C. Burr, being personally known to me to be the person who executed said deed, and acknowledged the same to be his free act and deed.

268 Given under my hand and notarial seal this twelfth day of February, A. D. 1874.

[NOT'L SEAL.] JOS. F. KELLY,
Notary Public.

(Endorsed:)

This is to certify that the within is a true and verified copy of a deed as recorded in liber No. 733, folio 474 et seq., oneof the land records for the District of Columbia.

Washington, D. C., April 10, 1877.

[RECORDER'S SEAL.] GEO. F. SCHAYER,
Dep. Recorder.

Fee, $1.75.

269 *Exhibit E. W. P., No. 22.*

Theodore F. Gatchel to The Connecticut Gen'l Life Ins. Co. Deed recorded Feb. 13, 1874—2.30. Liber 733, folio 472.

This indenture, made this fifth day of February, in the year of our Lord one thousand eight hundred and seventy-four, by and between Theodore F. Gatchel, trustee, of the District of Columbia, of the first part, and the Connecticut General Life Insurance Company, a corporation duly incorporated under the laws of the State of Connecticut, located in the city and county of Hartford, in said State, of the second part, witnesseth:

That whereas heretofore, to wit, on the 22d day of July, A. D. 1873, Jonathan G. Bigelow and his wife, by their deed of trust duly executed and acknowledged, did grant and convey unto the said party of the first part, his heirs and assigns, the land and premises hereinafter described upon the trust to secure the payment of a certain promissory note therein mentioned, with power to said trustee upon default being made in the payment of said note, or the interest thereon, to sell said land and premises at public auction, as will more fully and at large appear upon reference to said trust-deed, duly recorded in liber 722, folio

270 481 et seq., one of the land records of Washington, in said District of Columbia, to which reference hereby made.

And whereas default has been made in the payment of said note, said

party of the first part, trustee as aforesaid, upon the request of the holder of said note, after having fully complied with all the previous requirements of said indenture, did, on the 4th day of February, A. D. 1874, at 4 o'clock p. m., expose said land and premises, subject, however, to a certain prior deed of trust bearing date May 1, A. D. 1873, to Edward W. Parsons and Robert E. Day, trustees, to secure for said party of the second part four thousand dollars, with interest thereon at the rate of ten per cent. per annum, as will appear upon reference to the same, duly recorded in liber 710, folio 471, of aforesaid land records, and at said sale said party of the second part, being the highest and best bidder therefor, became the purchaser thereof at and for the price and sum of six thousand three hundred dollars, less the sum of $4,792.24, which amount was due and unpaid on said first deed of trust on said day of sale.

And said party of the second part having fully complied with the terms of sale and requested a conveyance of said premises, is entitled to the same.

271 Now, therefore, this indenture witnesseth: That said party of the first part, trustee as aforesaid, for and in consideration of the premises and the sum of fifteen hundred and seven $\frac{76}{100}$ dollars, being the difference between said $4,792.24 and the amount due as aforesaid on said prior deed of trust, to him in hand paid by said party of the second part at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, aliened, enfœffed, released and conveyed, and by these presents doth grant, bargain and sell, alien, enfœff, release and convey unto said party of the second part, the Connecticut General Life Insurance Company, its successors and assigns, forever, all that certain piece or parcel of land lying, situate, and being in the city of Washington, in said District of Columbia, and known and described as lot numbered sixty three (63), in E, E. Mayhew's recorded subdivision of original *lot* lots numbered one (1), two (2), three (3), four (4), and twenty (20), in square numbered two hundred and four (204), together with easements, hereditaments, and appurtenances to the same belonging or in any manner appertaining, and all the right, title, interest, claim, and estate, whether at

272 law or in equity, of said party of the first part under or by virtue of said first in part recited deed of trust:

To have and to hold said land and premises, with the appurtenances and rents, to the use of the said party of the second part, its successors and assigns, forever. And this conveyance is received by the said party of the second part without prejudice to the said prior deed of trust, which shall remain in full force and vigor in law.

In testimony whereof said party of the first part, trustee, hath hereunto set his hand and seal the day and year first hereinbefore written.

THEOD'RE F. GATCHEL, [SEAL.]
Trustee.

Signed, sealed, and delivered in the presence of—
THOS. J. MYERS.
W. CLARENCE DUVALL.

DISTRICT OF COLUMBIA,
County of Washington, ss:

I, Thomas J. Myers, a notary public in and for the county aforesaid, do hereby certify that Theodore F. Gatchel, party to a certain deed bearing date on the fifth day of February, A. D. 1874, and hereto annexed,

personally appeared before me in the county aforesaid, the said Theodore F. Gatchel being personally known to me to be the person who
273, 274 executed the said deed, and acknowledged the same to be his act and deed.

Given under my hand and notarial seal this 12 day of February, A. D. 1874.

[NOT'L SEAL.] THOMAS J. MYERS,
Notary Public.

(Endorsed :)

This is to certify that the within is a true and verified copy of a deed as recorded in liber 733, folio 472 et seq., one of the land records for the District of Columbia.

Washington, D. C., April 10, 1877.

[RECORDER'S SEAL.] GEO. F. SCHAYER,
Dep. Recorder.

Fee, $1.75.

275 *Exhibit E. W. P., No. 23.*

Augustus S. Worthington et al. to Connecticut General Life Ins. Co. Deed. Recorded M'ch 11, 1875, 10.30 a. m. Liber 774, folio 440.

This indenture made this eighth day of March, in the year of our Lord one thousand eight hundred and seventy-five, between Augustus S. Worthington, Samuel R. Bond, and James S. Edwards, trustees, of the city of Washington, in the District of Columbia, of the first part, and the Connecticut General Life Insurance Company, a body corporate under the laws of the State of Connecticut, of the second part.

Whereas by a decree of the supreme court of the District of Columbia, bearing date the twenty-seventh day of May, A. D. 1874, in a cause depending therein between Jonathan G. Bigelow, complainant, and the Connecticut General Life Insurance Company et als., defendants, being equity cause No. 3603, doc. 13, the said parties of the first part were appointed trustees to make sale of certain real estate in said decree mentioned, including that hereinafter particularly described and conveyed.

And whereas the said parties of the first part did, in pursuance of said decree, on the 27th day of June, A. D. 1874, sell and dispose at public auction to the said party of the second part, as the highest
276 bidder, of lots numbered two hundred and sixty-six (266), two hundred and sixty-seven (267), two hundred and sixty-nine (269), and two hundred and seventy (270), in Horace Boughton and others' subdivision of certain lots in B. F. Gilbert's subdivision of square numbered six hundred and seventy-five (675), in the city of Washington, in the District of Columbia, according to the recorded plat thereof, the said lot two hundred and sixty-seven (267) for the sum of four thousand one hundred dollars, and the other three of said lots for the sum of four thousand dollars each.

And whereas the said parties of the first part did, in pursuance of said decree, on the 15th day of October, A. D. 1874, sell and dispose of at public auction to the said party of the second part, as the highest bidder, lot numbered fifty-nine (59) in E. E. Mayhew's subdivision of certain lots in square numbered two hundred and four (204), in said city of Washington, according to the recorded plat thereof, for the sum of five thou-

sand two hundred and fifty dollars, lot numbered sixty-four (64) in said subdivision of said square for the sum of five thousand two hundred dollars, and lot sixty-five (65) in said subdivision of said square for the sum of five thousand two hundred dollars:

And whereas the said party of the second part has complied
277 with the terms of sale and the said sales have been duly ratified and confirmed by the court:

Now, therefore, this indenture witnesseth that the said parties of the first part, as trustees as aforesaid, for and in consideration of the premises, and further the sum of ten dollars in lawful money of the United States to them in hand paid by the party of the second part at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained and sold, aliened, enfeoffed, and conveyed, and by these presents do grant, bargain, and sell, alien, enfeoff, convey, and confirm unto the said party of the second part, its successors and assigns, the lots and real estate hereinbefore described, situate and lying in the city of Washington, in said District, to wit, lots numbered two hundred and sixty-six (266), two hundred and sixty-seven (267), two hundred and sixty-nine (269), and two hundred and seventy (270), in Horace Boughton and others' subdivisions of certain lots in B. F. Gilbert's subdivision of square numbered six hundred and seventy-five (675) and lots fifty-nine (59), sixty-four (64), and sixty-five (65) in E. E. Mayhew's subdivision of certain lots in square numbered two hundred and four (204), together with the buildings, rights, ways, privileges, and appurtenances to the same belonging or in any wise appertaining.

278 To have and to hold the said lots and parcels of land and premises with the rights, privileges, and appurtenances unto the said party of the second part, its successors and assigns, to its and their sole use and behoof forever, free, clear and discharged of and from all claim and demand whatever of the parties to the cause aforesaid.

In witness whereof the said parties of the first part, as trustees as aforesaid, have hereunto set their hands and seals the day and year first above written.

AUGUSTUS S. WORTHINGTON, [SEAL.]
Trustee.

SAM'L R. BOND, [SEAL.]
Trustee.

JAMES S. EDWARDS, [SEAL.]
Trustee.

Signed, sealed, and delivered in the presence of—
WARREN C. STONE.

DISTRICT OF COLUMBIA, *ss:*

I, Warren C. Stone, a notary public in and for the District aforesaid, do hereby certify that Augustus S. Worthington, Samuel R. Bond, and James S. Edwards, parties to a certain deed bearing date on the eighth day of March, A. D. 1875, and hereto annexed, personally appeared before me in said District, the said Augustus S. Worthington, Samuel R. Bond, and James S. Edwards being personally well known to me to be the persons who executed the said deed, and acknowledged the same to be their act and deed.

279, 280 Witness my hand an' notarial seal this 8th day of March, A. D. 1875.

[NOT'L SEAL.] WARREN C. STONE,
Notary Public for D. C.

(Endorsed :)

This is to certify that the within is a true and verified copy of a deed as recorded in liber No. 774, folio 440 et seq., one of the land records for the District of Columbia.

Washington, D. C., April 10th, 1877.

[RECORDER'S SEAL.] GEO. F. SCHAYER,
Dep. Recorder.

Fee, $1.75.

Depositions from Hartford, Conn., behalf def'd't ins. co. Filed and published Ap'l 27, 1877.

R. J. MEIGS, *Clerk*,
By R. J. MEIGS, JR.,
Ass't Clerk.

281 (Copy.)

Edwin E. Mayhew et wife to Enoch Totten. Trust. Recorded Oct. 12, 1872, 11 a. m. Liber 692, folio 410.

This indenture, made this eighth day of October, in the year of our Lord one thousand eight hundred and seventy-two, between Edwin E. Mayhew and Annie M. Mayhew, his wife, of the city of Washington, District of Columbia, of the first part, and Enoch Totten of the same place, of the second part.

Whereas the said Edwin E. Mayhew being justly indebted unto Aistrop and Dudley in and for the sum of one thousand (1,000) dollars, had made, signed, and delivered to the said Aistrop and Dudley one certain promissory note bearing even date herewith, to the order of said Aistrop and Dudley, for the sum of one thousand (1,000) dollars, and payable in ninety days after date, with interest at the rate of ten per cent. per annum, and in order to secure the full and punctual payment of said debt the parties of the first part hereby execute these presents :

Now, therefore, this indenture witnesseth, that the said parties of the first part, for and in consideration of the premises aforesaid, and further, the sum of one dollar in lawful money of the United States to them in hand paid by the said parties of the second part, at and before
282 the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, and conveyed, and do by these presents grant, bargain, sell, alien, enfeoff, release and convey unto the said party of the second part, his heirs or assigns, all that certain piece or parcel of ground, situate, lying and being in the city of Washington, District of Columbia, known and described as being all of lot numbered sixty (60) of Edwin E. Mayhew's recorded subdivision of original lots numbered one (1), two (2), three (3), four (4), and twenty (20), in square numbered two hundred and four (204), together with all the improvements, ways, easements, rights, privileges and appurtenances to the same belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever, whether at law or in equity, of the said parties of the first part, of, in, to or out of the said piece or parcel of land and premises :

To have and to hold the said piece or parcel of land and premises, with the appurtenances, unto and to the use of the said party of the second part, his heirs or assigns. In and upon the trusts, never'less, hereinafter mentioned and declared, that is, in trust to permit the said Edwin E. Mayhew, his heirs or assigns, to use and occupy the

283 said described premises, and the rents, issues and profits thereof to take, have and apply to and for his and their sole use and benefit, until default be made in the payment of said note and interest thereon or any proper cost, charge, commission, half commission, or expense in and about the same. And upon the full payment of all of said note and the interest thereon and all other proper costs, charges, commissions, half commissions and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said Edwin E. Mayhew, his heirs or assigns, at his or their cost.

And upon this further trust, that upon default being made in the payment of said note and interest or any proper cost, charge, commission, half commission, or expense, in and about the same, then and at any time thereafter, to sell the said piece or parcel of land and premises at public auction, upon such terms and conditions and at such time and place, and after such previous public advertisement, as the said party of the second part, or the trustee acting in the execution of this trust, shall deem advantageous and proper, and to convey the same in fee simple to the purchaser or purchasers thereof, at his, her, or their cost and expense and without any liability to see to the application of the 284 purchase money, and of the proceeds of said sale or sales, first to pay all proper costs, charges and expenses, and to retain as compensation a commission of five per cent. on the amount of the said sale or sales; secondly, to pay whatever may then remain unpaid of the said note and the interest thereon to the time of such sale, whether the same shall be due or not; and lastly, to pay the remainder if any to said Edwin E. Mayhew, his heirs or assigns.

In testimony whereof the said parties of the first part have hereunto set their hands and seals on the day and year first hereinbefore written.

EDWIN E. MAYHEW. [L. S.]
ANNIE M. MAYHEW. [L. S.]

Signed, sealed and delivered in the presence of—
J. L. ROBERTS.

DISTRICT OF COLUMBIA,
County of Washington, ss:

I, J. L. Roberts, a notary public in and for the county aforesaid, do hereby certify that Edwin E. Mayhew and Annie M. Mayhew, his wife, parties to a certain deed, bearing day on the eight day of Oct., A. D. 1872, and hereto annexed, personally appeared before me in the county aforesaid, the said Edwin E. Mayhew and Annie M. Mayhew his wife being personally well known to me to be the person who executed the said deed and acknowledged the same to be their act and deed. And the 285, 286 said Annie M. Mayhew, being by me examined privily and apart from her husband and having the deed aforesaid fully explained to her, acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed, and delivered the same and that she wished not to retract it.

Given under my hand and notarial seal this eight day of Oct., A. D. 1872.

[NOT'L SEAL.] J. L. ROBERTS,
Notary Public.

(Endorsed:) 4561. Eq. doc. 15. Eldredge vs. Coburn. Mayhew and wife to E. Totten. Paid $1.75.

This is to certify that the within is a true and verified copy of a deed

as recorded in liber No. 692, folio 410 et seq., one of the land records for the District of Columbia.

Washington, D. C., May 15, 1877.

[RECORDER'S SEAL.] S. WOLF, *Recorder.*

June 6, 1877.

R. J. MEIGS, *Clerk.*

287, 288 In the supreme court of the District of Columbia.

ELDRIDGE *vs.* COBURN ET AL. } 4561. Eq. doc. 15.

At an examination held before me in the above entitled cause, commencing Aug. 2d, 1876, personally appeared Henry H. Dudley, the witness within named, who being duly sworn, the within deposition was written down by me from the statements of the witness, read to him and signed by him in my presence.

JNO. CRUIKSHANK,
Examiner in Chancery.

289 ELDRIDGE *vs.* COBURN ET AL. } Equity.

AUG. 2, 1876—1 p. m.

Met pursuant to adjournment. No witnesses being present on behalf of def'd't Ward, examination adjourned to Aug. 3d, 1876.

AUG. 3D, 1876.

Met pursuant to adjournment.

Whereupon HENRY H. DUDLEY, being sworn on behalf of def'd't Ward, deposes and says:

By Mr. J. J. JOHNSON:

Ques. State your name, age, occupation, and residence.

A. Henry H. Dudley; 40 years old; real estate broker, Washington, D. C.

Q. Do you know Mr. Charles A. Eldridge? If so, how long have you known him?

A. I have known him about ten years.

Q. Did you ever have any business transactions with or for Mr. Eldridge? If so, how many, and to what extent?

A. I had several transactions; I suppose probably three or four real estate loans. I have acted as broker and agent for him on several occasions.

290 Q. State all about the transactions of the Coburn notes as collateral security for the firm note of Aistrop and Dudley.

A. These two notes were collaterals for a note of Aistrop and Dudley for $4,000, at 60 days, I think, and were secured by a deed of trust.

Q. State the reasons for the release of the deed of trust.

A. It was released to enable Mayhew, who was the owner of the houses, to go on and complete them.

Cross-examined by counsel for pl'ff:

Q. Did not the several transactions you mentioned, touching real estate loans, consist of selling to Eldridge certain secured notes?

A. They were regular real estate loans.
(Exhibit pl'ff Nos. 1, 2, and 3 here shown to witness.)
Exhibit No. 1 is the note of Aistrop and Dudley, and 2 and 3 ——.
(Original release by Ward, marked Exhibit ——, shown to witness.)
I saw Mr. Ward sign and acknowledge this release.

Q. What officer took Mr. Ward's acknowledgement and signed
291, 292 the certificate of acknowledgment?

A. As well as I can remember, Col. Schayer, the deputy recorder of deeds; I think Mr. Wolf, the recorder, was not there. Cannot state positively whether he was or not.

HENRY H. DUDLEY.

Sworn and subscribed before me this 3d day of August, 1876.
JNO. CRUIKSHANK,
Examiner in Chancery.

(Endorsed:) 4561. Eq. doc. 15. Eldridge vs. Coburn et al. 1 deposition of Dudley for defendant Ward. Filed Dec. 4, 1876. R. J. Meigs.

293 In the supreme court of the District of Columbia.

CHARLES A. ELDRIDGE *vs.* GEORGE B. COBURN ET ALS. } Eq. 4561.

Abstract of title of lots 1, 2, 3, 4 *and* 20, *square* 204, *and of the subdivisions of said lots.*

J. C. Ten Eyck and Jos. F. Burr to Henry H. Dudley.

Deed dated Aug. 17, 1871.
" recorded " " " liber 654, fol. 477.
Conveys all above lots.

Henry H. Dudley & wife to Joseph H. Blackfan.

Deed of trust dated Aug. 17, and recorded Aug. 18, 1871, liber 654, f. 479.
Conveys all of said lots to secure $7,000.

Henry H. Dudley & wife to John Van Riswick.

Deed dated Aug. 18; recorded Aug. 19, 1871, liber 656, f. 275.
Conveys all of said lots.

John Van Riswick to George B. Coburn.

Deed dated Nov. 10, 1871; recorded Jan'y 31, 1872, liber 673, f. 79.
Conveys all of said lots.

George B. Coburn to Wm. H. Ward.

Deed of trust, dated Nov. 10, 1871; recorded Nov. 27, 1871, liber 665, f. 228.
294 Conveys all of said lots to secure J. Van Riswick or order, 3 notes for $2,578$\frac{13}{100}$ each, in 1, 2 and 3 years, at 7%.

Geo. B. Coburn to Edwin E. Mayhew.

Deed dated Feb. 8, 1872; recorded Ap'l 8, 1872.
Conveys all of said lots subject to above trusts.
Feb. 26, 1872; Mayhew subdivides above lots into sub-lots, from 50 to 65, both inclusive.

Wm. H. Ward to Geo. B. Coburn.

Deed of release, dated Sep. 25, 1872; recorded Oct. 14, 1872, liber 698, f. 186.
Releasing lots 50, 59, 60, 61, 62, 63, 64 and 65, from above deed of trust from Coburn to Ward.

Joseph H. Blackfan to Henry H. Dudley.

Deed of release, dated Sep. 25, 1872; recorded Oct. 12, 1872, l. 692, f. 438.
Releasing lots 50, 59, 60, 61, 62, 63, 64 and 65, from above-named deed of trust from Dudley to Blackfan.

Joseph H. Blackfan to The Arlington Fire Ins. Co.

Deed dated Jan. 11, and recorded Jan. 13, 1875.
Conveys lots 51 to 58, both inclusive, made on sale under above-named deed of trust from Dudley to Blackfan.

295 The foregoing is more fully shown in abstract attached to depositions taken for complainant, and which may be used at the hearing, the above being given for convenience.

The following is a continuation of the abstract as shown by the record.

Lots 50, 59, 60, 61, 62, 63, 64 and 65.

Edwin E. Mayhew & wife to Edward W. Parsons and Robert E. Day.

Eight deeds of trust, one on each lot, dated Oct. 1, 1872, recorded Oct. 11, 1872, in liber 679, fol. 232 et seq. Each trust to secure the payment to the Conn. Genl. Life Ins. Co. of $4,000, as per note of E. E. Mayhew to the order of said co., in 5 yrs. from date, with interest at 10 per cent. per annum, payable semi-annually.

Lots 59, 60, 61, 62, 63, 64 and 65.

Edwin E. Mayhew & wife to Enoch Totten.

Seven deeds of trust, dated Oct. 8, 1872, recorded Oct. 12, 1872, in liber 692, fol. 410 et seq.; one on each lot, and each to secure a note for $1,000 made by said Mayhew, and payable to the order of Aistrop and Dudley 90 days after date, of even date with deeds of trust.

Lot 50.

Edwin E. Mayhew & wife to Boyd M. Smith.

Deed in fee, dated Jan. 23d, 1873, recorded liber 708, fol. 24.

296 Lots 59, 60, 61, 62, 63, 64 and 65.

Edward W. Parsons and Robert E. Day to J. G. Bigelow.

Seven deeds in fee, dated May 1, 1873, recorded May 12, 1873, liber

717, fol. 41 et seq.; given upon the sale at auction for default in the terms of the deeds of trust above described from Mayhew and wife to said trustees, and the purchase by said Bigelow upon said sale, at the price of $4,500 for each lot.

Lots 59, 60, 61, 62, 63, 64 and 65.

J. G. Bigelow & wife to Edward W. Parsons and Robert E. Day.

Seven deeds of trust, dated May 1, 1873, recorded May 12, 1873, liber 710, fol. 463, et seq.; one on each lot and each to secure the payment of $4,000 in 5 years, with semi-annual interest at 10 per cent. per annum, as per note of said Bigelow of even date, payable to the order of the Conn. Genl. Life Ins. Co.

Lots 60 & 63.

J. G. Bigelow & wife to Theodore F. Gatchell.

Deed of trust, dated July 22, 1873, recorded July 23d, 1873, liber 722, fol. 482; to secure note of $1,000 to order of Warren Brown, in 30 days.

Lot 61.

J. G. Bigelow & wife to Chas. C. Burr.

Deed of trust, dated May 26, 1873, recorded June 25, 1873, liber 722, f. 290; to secure note for $1,000 to or. E. E. Mayhew, in 6 mos.

297 Lot 60.

J. G. Bigelow & wife to Chas. C. Burr and J. L. Roberts.

Deed of trust dated May 26, 1873; recorded May 27, 1873, liber 719, f. 235 to secure note for $1,000, to order D. L. Wells, in 6 mos.

Lot 50.

Boyd M. Smith to J. G. Bigelow.

Deed in fee dated Aug. 14, 1873; recorded Aug. 18, 1873, liber 727, f. 211.

Lot 64.

J. G. Bigelow & wife to Chas. C. Burr.

Deed of trust dated May 26, 1873; recorded July 2d, 1873, liber 721, f. 324, to secure a note of $1,000, to order of E. E. Mayhew, in 6 mo's.

Lot 65.

J. G. Bigelow & wife to Chas. C. Burr.

Deed of trust dated May 16; recorded May 17, 1873, liber 717, 123, to secure note for $1,000, to order J. J. Griggs, in 6 mo's.

Lot 61.

J. G. Bigelow & wife to Geo. E. Mattingly.

Deed of trust, dated Aug. 7, 1873; recorded Aug. 8, 1873, liber 724, f. 333, to secure note for $1,000, to order George Mattingly, at 60 days.

Lot 59.

J. G. Bigelow & wife to Geo. Mattingly.

Deed in fee, dated May 24, 1873; recorded May 24, 1873, l. 722, f. 47.

298 Lot 62.

J. G. Bigelow & wife to J. L. Roberts and C. C. Burr.

Deed in fee, dated June 18, 1873; recorded June 25, 1873, liber 722, f. 289.

Lot 64.

J. G. Bigelow & wife to Horace Boughton.

Deed in fee, dated July 8, 1873; recorded July 14, 1873, liber 721, fol. 473.

Lot 65.

J. G. Bigelow & wife to Wm. B. Moore.

Deed in fee, dated July 8, 1873; recorded July 14, 1873, Liber 721, f. 471.

Lot 50.

J. G. Bigelow & wife to George F. Mattingly.

Deed of trust, dated July 28, 1873; recorded July 31, 1873, liber 725, f. 469, to secure note for $2,000, to order of Geo. Mattingly, in 60 days.

Lot 63.

Theodore F. Gatchell to Conn. Gen'l Life Ins. Co.

Deed in fee on sale under above named deed of trust from Bigelow & wife to Theo. F. Gatchell, dated Feb. 5th, 1874; recorded Feb. 13, 1874, liber 733, fol. 472.

Lots 60 and 61.

Chas. C. Burr, surviving trustee, to Conn. Gen'l Life Ins. Co.

Deed in fee on sale under above deeds of trust from Bigelow & wife to C. C. Burr and J. L. Roberts, dated Feb. 12, 1874; recorded Feb. 13, 1874, liber 733, f. .

299 Lots 59, 64 and 65.

Edward W. Parsons and Robert E. Day, trustees, to Conn. Gen'l Life Ins. Co.

Deed in fee, dated Feb. 5, 1874; recorded Feb. 6, 1874, liber 732, f. 412, upon sale for default in deeds of trust above named, from Bigelow and wife to said trustees, lot 59 for $4,750, lot 64 for $4,650, and lot 65 for $4,600.

Lot 50.

Same trustees to Conn. Gen'l Life Ins. Co.

Deed in fee, dated Feb. 5th, 1874; recorded Feb. 6, 1874, liber 732, f. 413, upon sale for default in deed of trust above named, from Mayhew and wife, sold for $4,700.

Lots 59, 64 and 65.

A. S. Worthington, S. R. Bond, and Jas. S. Edwards, trustees, to Conn. Gen'l Life Ins. Co.

Deed in fee, dated March 8, 1875; recorded Mar. 11, 1875, l. 774, f. 444, upon sale and purchase by said company, under decree of court passed May 27, 1874, in equity cause 3603, setting aside the sales upon which the two last above named deeds were given, lot 59 for $5,250, lot 64 for $5,200, lot 65 for $5,200. Sale ratified by court.

Lot 50.

Same trustees to Chas H. Moulton.

Deed in fee, upon sale and purchase under above named decree for $5,775, dated Nov. 20, 1874; recorded Nov. 24, 1874, liber 767, f. 193.

300 It is hereby *stated* and agreed that the foregoing conveyances appear among the land records of the District of Columbia, and that this abstract may be read at the hearing of this cause with the same effect as though duly certified copies of the conveyances had been formally put in evidence, with the right of either party to produce at the hearing and read certified copies or the originals.

S. R. BOND,
Sol'r for def'd't, Conn. Gen'l Life Ins. Co
ENOCH TOTTEN,
For Complainant.
HANNA & JOHNSON,
Sol'r. for Arl. Ins. Co.
J. J. JOHNSON,
Sol'r for Ward.

(Endorsed:) Eldridge vs. Coburn et al. Abstract of conveyances. Filed June 6, 1879. R. J. Meigs.

301 Supreme court of the District of Columbia.

ELDREDGE *vs.* COBURN. } Eq. No. 4561.

List of unsatisfied judgments against George B. Coburn on the records of the supreme court, D. C.

No.	Judgment debtor.	Judgment creditor.	Date.	Amount.
11466	George B. Coburn....	Wm. E. Besford, use, &c. Fi. fa. issued M'ch 26, '73, by J. P. Returned "no personal property whereon to levy," &c.	M'ch 25, 1873	$93 65
10280	" " "	Richard Dougherty.....	May 3d, 1873	$350 00
10840	" " "	J Stanley Jones	June 5, 1873	$351 02
10947	" " "	Rob't Clarkson. Fi. fa. issued Ap'l 23, 1874. Returned "nulla bona."	Sep. 8, 1873	$200 00
10397	" " "	John W. Shiles. Fi. fa. issued Dec. 23, '73. Returned "nulla bona."	Sep. 8, 1873	$525 00
12161	" " "	Mathew Ruppert. Fi. fa. issued Dec. 8, '73, by J. P. Returned "no personal property whereon to levy," &c.	Dec. 6, 1873	$50 00
10509	" " "	Tho's B. Keogh. Fi. fa. issued Dec. 23, '73. Returned "nulla bona."	Dec. 10, 1873	$2,083 50
302				
10912	George B. Coburn....	John Van Riswick, use, &c. Fi. fa. issued Nov. 21, '74. Returned "nulla bona."	Jan. 6, 1874	$4,000 00
12213	" " "	C. W. Thorn. Fi. fa. issued June 27, '74. Returned "nulla bona."	Ap'l 8, 1874	$900 00

CLERK'S OFFICE OF THE SUPREME COURT
OF THE DISTRICT OF COLUMBIA.

I hereby certify that the foregoing is a true list of judgments standing unsatisfied upon the records of this court against the person therein named as judgment debtor, and that writs of fieri facias have been issued and returned nulla bona, as stated in the said list.

Witness my hand and the seal of this said court this 6 day of June, A. D. 1877.

[SEAL OF COURT.]

R. J. MEIGS, *Clerk*,
By M. A. CLANCY,
Ass't Clerk.

In the supreme court of the District of Columbia.

ELDREDGE *vs.* COBURN. } Equity. No. 4561.

It is hereby stipulated that the above and foregoing list may 303, 304 be filed in the case of Eldridge vs. Coburn, Eq., No. 4561, and read in evidence with the same force and effect as if it had been produced before the examiner and returned with the depositions in the cause.

ENOCH TOTTEN,
For Comp't.
S. R. BOND,
Sol. for the Conn. Gen'l Life Insurance Company.
HANNA & JOHNSTON,
Sol. for Arl. Ins. Co.
JOHN J. JOHNSON,
Sol. for Wm. H. Ward.

At the request of Enoch Totten, sol'r for complainant in the case of Eldridge vs. Coburn, I hereby state that the said defendant, George B. Coburn, has filed in this court his petition as a voluntary bankrupt, and that the same is now pending for further proceedings therein.

[SEAL OF COURT.]

R. J. MEIGS, *Clerk*,
By M. A. CLANCY,
Ass't Clerk.

(Endorsed:) Equity. No. 4561. Eldridge vs. Coburn et al. List of unsatisfied judgments against Geo. B. Coburn, and stipulation relating to it. Filed June 6, 1877. R. J. Meigs, clerk.

305 Supreme court of the District of Columbia.

ELDRIDGE *vs.* COBURN. } Eq. No. 4561.

List of unsatisfied judgments against Edward P. Aistrop and Henry H. Dudley (firm of Aistrop and Dudley), on the records of the supreme court, D. C.

No.	Judgment debtor.	Judgment creditor.	Date.	Amount.
10326	Aistrop & Dudley....	M. & J. C. Eastwood, fi. fa. issued Oct. 27, '73. Returned "nulla bona."	May 3d, 1873	$1,210 00
10763	" "	Rob't G. Campbell, fi. fa. issued June 19, 1873. Returned "nulla bona."	June 4, 1873	$622 12
11137	" "	Frank Hume	Sept. 8, 1873	$625 38
11162	" "	J. C. Eastwood and Henry Rogers, fi. fa. issued Feb. 6, '74. Returned "nulla bona."	Oct. 13, 1873	$400 00
11229	" "	Jno. and Henry McShane	Oct. 13, 1873	$855 00
11354	" "	Thomas Somerville and Robert Leitch	Nov. 5, 1873	$1,000 00
11421	" "	Jno. J. Sullivan	Nov. 5, 1873	$600 00
306				
11415	Aistrop & Dudley...	John B. Collins	Nov. 7, 1873	$330 81
11367	" "	Edward W. Nourse and Frank E. Middleton, fi. fa issued Nov. 14, '73. Returned "nulla bona."	Nov. 7, '73	$101 00
11368	" "	Edw'd W. Nourse and Frank E. Middleton, fi. fa. issued Nov. 14, '73. Returned "nulla bona."	Nov. 7, '73	$414 04
11173	" "	Elias E. White, fi. fa. issued Nov. 18, '73. Returned "nulla bona."	Nov. 7, '73	$300 00
11760	" "	Isaac Levy	Feb. 9, '74	$200 00
9711	Dudley	Simon Newcomb, fi. fa. issued M'ch 5, '74. Returned "nulla bona."	Feb. 27, '74	$200 00
11850	Aistrop & Dudley....	Samuel Chase-de-Kraaft, Edward D. Barney, Hebe G. Haynes, Harry Lindsly, guard. of Clayonia W. Barney, a minor.	M'ch 7, '74	$280 00
12148	" "	Wm. McLean, fi. fa. issued May 6, '74. Returned "nulla bona."	Ap'l 9, '74	$208 95
307				
12409	Dudley	J. Avery Shepherd	June 13, '74	$459 75
11266	Aistrop & Dudley....	Jas. P. Willett	June 17, '74	$210 00
12621	" "	Jacob B. Thomas, Jno. L. Lawton, & Wm. Mutzel.	July 11, '74	$242 19
13072	" "	Ivory G. Kimball, fi. fa. issued Nov. 24, '74. Returned "nulla bona."	Nov. 4, '74	$230 00
11265	Aistrop	Jas. P. Willett	Nov. 23, '74	$423 74
12215	Aistrop & Dudley...	Mary E. Burton	Dec. 3, '74	$506 81
13867	Dudley	Arlington Life Ins. Co. of the Dist. of Col., fi. fa. issued June 30, '75. Returned "nulla bona."	Ap'l 7, 1875	$405 89
14384	Aistrop & Dudley....	Bernard Burnstine	Nov. 1, '75	$425 00
15136	Aistrop	Rob't Jamieson, Alfred G. Uhler, and Boyd M. Smith.	Feb. 7, 1876	$1,768 35

CLERK'S OFFICE OF THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

I hereby certify that the foregoing is a true lists of judgments standing unsatisfied upon the records of this court against the persons therein named as judgment debtors, and that writs of fieri facias have
308 been issued and returned "nulla bona," as stated in the said list.
Witness my hand and the seal of this said court this 5th day of June, A. D. 1877.

[COURT SEAL.]

R. J. MEIGS, *Clerk*,
By M. A. CLANCY,
Ass't Clk.

Supreme court District of Columbia.

ELDRIDGE *vs.* COBURN. } Eq. No. 4561.

It is hereby stipulated that the above and foregoing list may be filed in the case of Eldridge vs. Coburn et al., eq. No. 4561, and read in evidence with the same force and effect as if it had been produced before the examiner and returned with the depositions in the cause.

ENOCH TOTTEN,
For Comp't.
HANNA & JOHNSTON,
Sol. for Art. Ins. Co.
J. J. JOHNSON,
Sol. for Ward.
S. R. BOND,
Sol. for Conn. Gen'l Life Ins. Co.

(Endorsed:) Eq. No. 4561. Eldridge vs. Coburn. List of unsatisfied judgments against Aistrop and Dudley, and stipulation relating to it. Filed Jun. 6, 1877. R. J. Meigs, clerk.

309 *Opinion of general term.—Humphreys, J.*

Mr. Justice HUMPHREYS delivered the opinion of the court.

After stating the facts, he said:

The case, as exhibited by the proofs and concessions of undisputed facts, shows that between February 8, 1872, and September 25, 1872, Mayhew was out in a financial tempest and was making the speediest harbor which could be reached even temporarily. Resort was had, as appears, to the Connecticut General Life Insurance Co. This was done mostly through Bigelow. We think that the proofs in the case fasten his agency upon the insurance company. Without his intervention the money was not procured.

But the money was procured and it passed through his drafts on the company, and some little of it went to Mayhew. He was agent or he was not. If not an agent, then why was he intrusted with the funds? It must be presumed that the company would hardly release him from the responsibilities of an agent. We must look to the proofs to see where the money came from, and through what channels it flowed, till it reached the distributing reservoirs. Bigelow, by correspondence with the president and agents of the insurance company, procured a loan on his draft, dated October 7, 1872, for the sum of eighteen thousand dollars.

On September 25, 1872, defendant Ward, trustee, released in writing to Coburn the liens on the lots. No money, however, was paid to complainant, nor is any accounted for. This release was not acknowledged till October 9, 1872, and not recorded till October 14, 1872.

The correspondence and negotiations between Bigelow and the president and agents of the Connecticut Life Insurance Co. took place before the record of the pretended release. Eighteen thousand dollars had been furnished by the company to its agent, Bigelow, before the record made of a release.

Who it was that deceived the company, so it was not the complainant, is of very little consequence to the determination of complainant's rights. It is contended by the defendant insurance company that, as they furnished and paid out money to Mayhew, therefore they ought to have a preference over complainant. But it must be remembered that complainant had previously paid his money to buy the notes secured by mortgage or trust deed. We cannot, satisfactorily, gather from the proofs what became of Mayhew in the wreck. It does, however, appear that he lost the premiums on forty thousand dollars of life insurance policies, demanded in advance as a paid up policy on the loan as interest on that loan. But why is the complainant to lose his lien on a well secured object and subject for his protection—one on which he might well rest in faith? This release was not made public till after the money had been paid on Bigelow's draft. The release was published October 14, 1872, and the money had been furnished October 7, 1872. Strictly and technically, there was nothing of record which could bind any one till the 14th October, 1872. But the loan had been made October 7, 1872.

We, however, do not acknowledge the idea that a trustee can, by his arbitrary act, divest cestui que trust of legal or equitable rights, especially if the case presents badges of fraud or unfair dealing. The contest is between two parties advancing and paying money. The complainant bought the property in the notes he traded for and the securities attached thereto, paid a valuable consideration therefor, and was and is a holder in good faith. His mortgage antedates the trust in favor of the defendant insurance company. We repeat, that we cannot help it if the company was deceived by its credits given to its agents. This furnishes no ground to take away the legal and equitable rights of complainant. It is true that the trustee in the deed securing complainant signed a release of the mortgage, but he did not publish that fact till after the company had sent to Bigelow eighteen thousand dollars.

This eighteen thousand dollars was furnished on a stipulation that forty thousand dollars in policies should be taken in the company.

All the proofs in this case go to show that Bigelow, Ward, and Mayhew all knew how this matter was being conducted.

We repeat, that we cannot assent to the doctrine urged in this case that the release of the trustee, Ward, is altogether binding on his cestui que trust.

If a fraud has been committed upon the insurance company, it must go to the proper parties for redress. We cannot release the security existing in favor of complainant.

The chancellor holding a special term made a decree in this cause which was appealed from.

We affirm the decree made by him, and hereby order and decree that an affirmance be enrolled.

MAC ARTHUR, justice, delivered an oral opinion, in substance as follows:

The question principally discussed at the hearing was whether the insurance company was a bona fide purchaser, for a valuable consideration, and without notice of the complainant's existing equities. The notice which is imputed to the company is not actual knowledge that the property in dispute was in fact incumbered by previous equity in favor of complainant, but a notice with which they are to be charged, growing out of the fact and circumstances of the transaction within the knowledge of their alleged agent, in procuring the fraudulent discharge of the trust deed by Mr. Ward. This can only be determined upon the facts of the case. For this purpose we need not consider any of the circumstances in proof, except those involved upon this point of the controversy.

Henry H. Dudley was seized originally of all this estate, and executed thereon a deed of trust to one Joseph H. Blackfan, to secure two notes of $3,500 each. One of these notes was paid, and the other became the property of the Arlington Fire Insurance Co., and the evidence relating to all this will not be further noticed, as they are not facts essential for our consideration.

Dudley conveyed his equity of redemption to John Van Riswick, who on the 10th November, 1871, conveyed to George B. Coburn, for $7,734.40, for which Coburn made his three promissory notes to Van Riswick for $2,578.13 each, payable in one, two, and three years, respectively, with 7 per cent. interest, secured by a deed of trust to William H. Ward.

On June 15, 1872, the firm of Aistrop & Dudley borrowed $4,000 from the complainant, and made their note to him therefor, payable in sixty days, and as collateral security they procured Van Riswick to endorse two of the three Coburn notes to Eldridge without recourse. Coburn meanwhile had conveyed the property to one Edwin E. Mayhew, who subdivided it into lots from 50 to 65.

At the time Mayhew obtained a loan from the Connecticut General Life Insurance Co. the Coburn deed of trust to Ward was a subsisting incumbrance, and the complainant held two of the three notes secured by it as collateral to the note of Aistrop & Dudley for $4,000, no part of which has ever been paid. The trustee therein executed a release of the same, without the knowledge and consent of complainant, in order that the company might have a prior lien as security for the loan which they had negotiated to Mayhew. The complainant files this bill for the purpose of vacating this release, and the controversy between him and the insurance company is as to which of them shall sustain the loss arising from this fraudulent discharge. Whether the insurance company is to be considered a bona fide purchaser depends upon the question of notice either to the company or its agent of complainant's interest. If the company is to be charged with such notice, the prayer of the bill must be granted, according to well-settled principles of courts of equity. This is not a case of actual notice. It is a case of notice to an agent, which, however, if it exist, is equally fatal to the rights of the insurance company as a subsequent purchaser. The written opinion assumes that the proofs establish the fact that Bigelow, who conducted the loan, was the agent of the company, and they are affected as principal by his knowledge. It frequently happens that in purchases of real estate, and in negotiations for investing money in real estate securities, the same agent acts for both parties; and it is uniformly held that both parties shall be intended to know whatever is in the knowl-

edge of the agent thus mutually entrusted by them, and each principal is affected with notice as much as if different agents had been employed. (Dryden vs. Frost, 3 Myl. & Cr., 670; Dunlap's Paley's Agency, 263, note f.) The company advanced the money which constituted the loan to Mayhew, the borrower. The company relied upon Bigelow to transact the business in their interest, to see to the proper mode of investment, to employ a competent person to examine the title, to have the prior incumbrance paid off, and to effect a large amount of life insurance, as part of the consideration. In a word, he was the common agent of the borrower and lender; and any notice to him operated constructively as a notice to his employers. The attempt which was made in the testimony to separate his acts into those which he performed for each of the principals in the same transaction, was entirely unsatisfactory; and the effort to make this distinction has only served to show that there is no ground for it in this or any similar case. The only practical rule to apply in such transactions is that when the same agent is employed by both parties, they are equally bound by his acts, and by any knowledge he may have acquired in regard to the rights of other persons. The conclusion, I think, is inevitable, from the circumstances of the transaction we are investigating, that Bigelow is properly considered as the agent of the company as well as of Mayhew.

It is a rule in equity that a principal is affected by any notice communicated to the agent, or by any knowledge which he has acquired in reference to the business of the agency. It would be useless to cite authorities to a doctrine so familiar. And it is equally true that whatever is sufficient to put a party upon inquiry is held in equity to be good notice to bind him. (1 Story Eq. J., sec. 399.) Now, according to this principle, the knowledge of Bigelow, or any notice to him, must be imputed to the company, and is as binding upon them as if they actually knew of the fact. Notice to an agent, in making a purchase of real estate, affects his employer. (Norris vs. Lee, 3 Atk., 23.) The trust deed to William H. Ward was of record, and it disclosed the interest of the cestui que trust. It was, moreover, a naked trust, giving no discretion to the trustee other than to execute the powers therein specified; one of these being the authority to release it, upon payment of the indebtness thereby secured. In this particular he was clothed with no discretion, his only duty and power being to execute a discharge when the notes were paid. It is also a rule in equity that notice of a deed is notice of its contents, and notice to an agent is notice to his principal (4 Kent Com., 179); and in this particular case it seems quite immaterial whether the company is chargeable directly or through their agent Bigelow, who acted for them in this transaction, with having a knowledge of this instrument. In either case they cannot hold against the prior equitable title of the complainant. They were equally bound to know the fact that Ward was not authorized to discharge the incumbrance unless upon payment of the debt. The facts upon this branch of the case are not the subject of much doubt or dispute. We have seen that the two notes held by the complainant as collateral had been transferred to him by John Van Riswick at the request of Dudley & Aistrop, he retaining the one first falling due. At the time the release was executed Van Riswick attended before the trustee as holder of that note, and Dudley & Aistrop, or one of them, were present, claiming to be the owners of the other two notes. These were not only not paid, they were not even produced. It appears that Dudley had previously informed Bigelow that his firm owned these two notes, that they were in possession of another party, but that they could control

them, and gave him to understand that the person holding them had some claim upon the notes, but that they would satisfy it, and concluded by remarking, "I will make it all right with Ward, the trustee." Bigelow then testifies, "It was that remark that led me to suspect that the party who had the notes might have some claim upon them." The communication of these circumstances to Bigelow, by the very person with whom he was contracting, was full of suggestion. The notes were not then due, they were outstanding in the hands of another person. It is not merely presumed that Bigelow had this information, the facts were communicated to him in person by a party who claimed to own the notes, and who declared he could make it all right with the trustee. There was not only strong ground for suspicion, but the witness testifies to his impression that the holder of the notes had an interest in them of some kind. No mind, under the same circumstances, could help coming to the same conclusion. He had clearly sufficient to put him upon inquiry and the exercise of diligence. He was bound to inform himself. "The general doctrine is that whatever puts a party upon inquiry amounts in judgment of law to notice, provided the inquiry becomes a duty, as in the case of purchasers and creditors, and would lead to a knowledge of the requisite fact by the exercise of ordinary diligence and understanding." (4 Kent Com., 179.) This doctrine is quite applicable to the circumstances of this case. Bigelow acknowledges that his suspicions were excited, and we cannot fail to see that the exercise of ordinary diligence would have put him in full possession of knowledge concerning the equities of prior parties. He avoided this knowledge by abstaining from all inquiry, and through his negligence, to say the least of it, this iniquitous fraud was perpetrated. He never saw the notes, he knew they were not paid, and could not be paid till they were due, without the consent of the party holding them. Under these circumstances he is not only to be charged with a knowledge of all the facts he might have ascertained by inquiry, but the company is to be credited in the same way and to the same extent. The equities between the two litigating parties to this controversy are quite similar. The defendant advanced a large sum of money without actual knowledge of the fraud and circumvention by which a trust deed had been discharged, and the complainant was entirely ignorant of the whole transaction until long after it was consummated. The claims of both to the equitable consideration of the court are almost equally strong. They appear to be innocent of actual fraud, but upon the principles just explained I concur in the judgment which reinstates the rights of the complainant, and to that extent postpones those of the defendant.

The same observations are applicable in great measure to another feature of this case. A primary object of the insurance company was to obtain, if possible, a first incumbrance upon the property in view of the large amount of the loan. Bigelow was therefore instructed to look well to the state of the property and the discharge of existing liens, and for this purpose to employ a competent person to examine the title. He employed Mr. Ward, who was the trustee in the trust deed from Coburn, and for this service Ward received $100, paid out of the loan.

His employment to abstract the title of this property was entirely independent from the duties devolving upon him as trustee, and in that matter he is exclusively to be regarded as the agent of the company. We have seen how limited were the powers conferred upon Ward by the trust deed, and that the release he made was in no just sense an execution of these powers. Ward, of course, must be intended by law to

have known the contents of that deed and the restricted powers it conferred upon him, and yet after having discharged the security at the request and upon the statements of entire strangers to the record, when he knew that the outstanding notes had neither been paid or cancelled, he certified the property as free from this incumbrance without the knowledge or consent of the real parties in interest. We perceive the grossest negligence and irregularity in this conduct, and while it is a matter of regret that innocent parties should be made to suffer the consequences, yet we cannot fail to see that Ward was acting in this regard as the attorney or agent of the company alone, and they are, therefore chargeable with his knowledge concerning the contents of the deed, and that he had no right to execute the release or give the certificate of title which he furnished at their request. It is settled by the authorities cited in complainant's brief, that a mortgagee with knowledge of the fraudulent discharge of a prior mortgage is not a bona fide purchaser. By the principles of law already explained the defendant is to be charged with such notice or knowledge as Ward had acquired upon the subject of the title; and if this is correct, and I do not see but that it is, the conclusion follows that the company do not occupy the position of a purchaser without notice. The company, by operation of law, is bound by the notice acquired by its representatives in Washington, so that in either point of view the complainant is entitled to the benefit of his security.

It was urged on the argument that Ward was the trusted agent of the cestui que trust, that they had clothed him with authority to release the deed, and they were concluded by his act, especially as the company had taken their conveyance in good faith. It is scarcely necessary to discuss this view after what has been said. Precisely the same circumstance existed in Burnstine vs. Ormes (2 MacA., 219), which has since been affirmed at the October term of the Supreme Court. There the payee in the note, who had passed it away, represented that he was still the holder thereof, and fraudulently procured Ward to execute a release of the trust deed, and afterwards, as in this case, a second deed of trust was executed upon the property to secure this insurance company upon a loan of money.

The release was set aside, and the first trust deed restored to its priority. The point now under consideration was neither discussed nor decided. The silence of both this court and the Supreme Court is significant that the point was not deemed material. In the present case, however, the employment of Ward by the company is so clearly established by the proofs, that our discussion in the present case should not vary from that made in Burnstine vs. Ormes upon the strength of this additional circumstance.

The judge further expressed an opinion that a decree against Aistrop and Dudley for the amount due upon their note to complainant might be entered in this case, with a direction that the company might be subrogated to any benefit arising therefrom upon satisfying complainant's claim.

310 In the supreme court of the District of Columbia.

CHARLES A. ELDRIDGE
vs.
GEORGE B. COBURN, THE CONN. GEN'L LIFE Ins. Company, et al. } Equity. No. 4561.

This cause having come on to be heard on the pleadings and proofs,

and having been argued by counsel and considered by the court, it is, this 25 day of July, 1877, ordered, adjudged, and decreed that the deed of release executed, acknowledged, and delivered by the defendant William H. Ward to George B. Coburn, bearing date Sept. 25, 1872, and recorded in liber No. 698 (folio 186) of the land records of the District of Columbia, be, and the same is hereby, declared null and void, and the same is hereby cancelled so far as the said deed of release relates to the lots herein decreed to be sold, and so far as it relates to the complainant, Charles A. Eldridge, and the notes held by him.

It is further decreed that unless the defendants, or some of them, shall, on or before the 1st day of October, 1877, pay to the said Charles
A. Eldridge, or his solicitor, the sum of $4,000.00, with interest
311 thereon, from the 15th day of June, 1872, together with the costs of this suit, the property mentioned and described in the amended bill of complaint in this cause, or so much thereof as may be necessary, shall be sold, that is to say, lots numbered fifty-nine (59), sixty (60), sixty-one (61), sixty-three (63), sixty-four (64), and sixty-five (65), according to Mayhew's subdivision of square numbered two hundred and four (204), in the city of Washington, and the District of Columbia, and that John F. Olmstead be and he hereby is appointed trustee to make such sale, and the course and manner of his proceedings shall be as follows, to wit:

He shall first file in the office of the clerk of the court a bond, in the usual form, in the penal sum of $15,000.00, conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future order or decree in the premises. He shall then proceed to make sale of the said premises, having first given at least ten days' previous notice, inserted in some newspaper printed and published in Washington City, of the time, place, manner, and terms of sale, which terms shall be one-third of the purchase money in cash, the balance to
be paid in four equal instalments at six, twelve, eighteen,
312 and twenty-four months, with interest from the day of sale.

As soon as convenient after such sale or sales he shall make a report of his proceedings to this court, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. On the payment of the whole of the purchase money (and not before) the said trustee, by a good and sufficient deed, shall convey to the purchaser or purchasers of said property his, her, or their heirs, the property to him, her, or them sold, free of all claim of the parties to this cause, and of any person or persons claiming by, from, or under them.

It is further ordered that the cause be held over until after the application of the purchase money, so far as the defendants Aistrop, Dudley, and Coburn are concerned; and so far as the Arlington Fire Insurance Company is concerned the bill is dismissed, with costs.

By the court.

(Endorsed:) Decree annulling release, and appointing trustee to make sale. M. 12, p. 284, 10. Filed July 25, 1877.

313 *Proceedings in general term, April 29, 1878.*

CHARLES A. ELDREDGE
vs.
GEORGE B. COBURN & OTHERS, THE CONN. Gen'l Life Ins. Co., def'd'ts. } In equity. No. 4561.

On motion of complainant, by his solicitor, Mr. Totten, his replication

to the answer of said Connecticut General Life Insurance Company, filed on the 28th of March, 1878, is to be regarded as filed on the 16th of Nov., 1876.

314 *Replication to answer of Ins. Co.—Filed by leave of court, nunc pro tunc.*

In the supreme court of the District of Columbia.

ELDRIDGE *vs.* COBURN ET AL. } 4561. Eq.

The complainant hereby joins issue with the defendant the Connecticut General Life Insurance upon its answer herein.

ENOCH TOTTEN,
Att'y for Comp't.

(Endorsed:) See 3 minutes of the general term, 172. Filed March 28, 1878. R. J. Meigs.

315 *Proceedings in the general term.*

316, 317 In the supreme court of the District of Columbia, in genera term.

CHAS. A. ELDRIDGE, COMPL'NT, *vs.* GEO. B. COBURN, THE CONN. GEN'L LIFE INS. CO., & others, defendants. } In equity. No. 4561.

[*Final decree.*]

This cause having come on to be heard on appeal from the decree passed at the special term, and after argument by counsel, and consideration thereof, it is, this 13th day of May, 1878, ordered, adjudged and decreed that the decree of the said special term be, and the same hereby is, in all things ratified and affirmed, with costs.

And from this decree the defendant the Conn. Gen'l Life Ins. Co., by its solicitor, Mr. Bond, here now in open court prays an appeal to the Supreme Court of the United States, and the same is allowed.

318, 319 [*Undertaking on appeal.*]

In the supreme court of the District of Columbia, the 26th day of July, 1877.

CHARLES A. EDDRIDGE, PL'FF, *vs.* GEO. B. COBURN ET AL., DEF'D'TS. } No. 4561. Eq.

The defendant the Conn. Gen'l Life Ins. Co. having appealed to the general term from the decree pronounced herein on the 25 of July, 1877, in the equity court, and surety for said appeal, for themselves and each of their heirs and personal representatives, appearing and submitting to the jurisdiction of the said general term, hereby under-

take to abide by, perform, and pay its judgment, which they agree may be pronounced against all of them.

CONN. GEN'L LIFE INS. CO., *Appellant*,
By S. R. BOND, *Agent.*
SAM'L R. BOND, *Surety.*

This bond is satisfactory to me.
July 26, 1877.

ENOCH TOTTEN,
For Complainant.

Approval by court waived.

ENOCH TOTTEN.

Filed July 26, 1877.

320 [*Supersedeas bond.*]

In the supreme court of the District of Columbia, the 23d day of May, 1878.

CHARLES A. ELDRIDGE, COMPL'NT, *vs.* GEORGE B. COBURN ET ALS., DEF'D'TS. } No. 4561. In equity.

Know all men by these presents, that we, the Conn. Gen'l Life Ins. Co., of Hartford, Conn., principal, and Tho's W. Russell and Robert E. Day, of said Hartford, Conn., sureties, are bound unto the above-named Charles A. Eldridge, in the sum of two thousand dollars, to be paid to the said Charles A. Eldridge, his executors or administrators, to which payment, well and truly to be made, we bind ourselves, and each of us, jointly and severally, and our and each of our heirs, executors, and administrators, firmly by these presents, sealed with our seals, and dated this 23d day of May, 1878.

Whereas the above-named Conn. Gen'l Life Ins. Co. has prosecuted its appeal to the Supreme Court of the United States to reverse the decree rendered in the above suit by the said supreme court of the District of Columbia:

Now, therefore, the condition of this obligation is, that if the above-named Conn. Gen'l Life Ins. Co. shall prosecute its said appeal to effect, and answer all damages and costs if it shall fail to make good its plea, then this obligation shall be void, otherwise the same shall be
321 and remain in full force and virtue.

[SEAL OF INS. CO.]

CONNECTICUT GENERAL LIFE INSURANCE COMPANY,
By THOMAS W. RUSSELL, *President.* [SEAL.]
ROBERT E. DAY. [SEAL.]
THOMAS W. RUSSELL. [SEAL.]

Sealed and delivered in presence of—
F. V. HUDSON, *Sec'y.*
EDW'D B. PECK.

Approved May 31, 1878.

D. K. CARTTER,
Ch'f Just.

CLERK'S OFFICE, U. S. COURTS,
Hartford, Conn., May 23d, 1878.

I, Edwin E. Marvin, clerk of the circuit court of the United States for the second circuit and district of Connecticut, do certify that I am acquainted with Robert E. Day and Thomas W. Russell, sureties, in the within bond, and that I am acquainted with their financial responsibility, and that I know them to be worth more than the amount of the obligation therein, and ample security for the contents thereof.

In testimony whereof I have set hereunto my hand and the seal of said court at the place and on the date first above written.

[COURT SEAL.] EDWIN E. MARVIN, *Clerk.*

The within bond is satisfactory.

ENOCH TOTTEN,
Att'y for Compl'nt.

Filed May 31, 1878.

322 *Authentication of record.—Clerk's Certificate.*

CLERK'S OFFICE,
Supreme Court of the District of Columbia:

I, R. J. Meigs, clerk of the said court, do hereby certify that the writings annexed to this certificate are true copies of originals on file and of record in said office, and that said originals, together, constitute the record of the proceedings of said court in this cause.

Witness my hand and the seal of said court this 13th day of July, 1878.

[SEAL.] R. J. MEIGS, *Clerk,*
By R. J. MEIGS, JR., *Assistant Clerk.*

Justice's certificate.

I, David K. Cartter, chief justice of said court, do certify the foregoing attestation by R. J. Meigs, clerk of the said court, to be in due form.

Witness my hand and seal this 13th day of July, 1878.

[SEAL.] D. K. CARTTER,
Chief Justice.

Clerk's certificate to justice's official character.

I, R. J. Meigs, clerk of said court, hereby certify that David K. Cartter, whose genuine signature is subscribed to the foregoing certificate, was, at the time of signing and attesting the same, chief justice of said court, duly commissioned and qualified.

Witness my hand and the seal of said court this 13 day of July, 1878.

[SEAL.] R. J. MEIGS, *Clerk,*
By R. J. MEIGS, JR., *Assistant Clerk.*

(Indorsement on cover:) No. 445. The Connecticut General Life Insurance Company, appellant, vs. Charles A. Eldridge. Dist. of Columbia sup. court. Filed 13th July, 1878.